



BIDDING DOCUMENTS FOR

# **Provision of Janitorial Services FY 2024**

NPDC-ITB-2023-010

**2023**

**Preface**

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the *"name of the Procuring Entity"* and *"address for bid submission,"* should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** - Approved Budget for the Contract.

**BAC** - Bids and Awards Committee.

**Bid** - A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** - Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** - The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** - Bureau of Internal Revenue.

**BSP** - Bangko Sentral ng Pilipinas.

**Consulting Services** - Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** - Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** - Cost Insurance and Freight.

**CIP** - Carriage and Insurance Paid.

**CPI** - Consumer Price Index.

**DDP** - Refers to the quoted price of the Goods, which means "delivered duty paid."

**DTI** - Department of Trade and Industry.

**EXW** - Ex works.

**FCA** - "Free Carrier" shipping point.

**FOB** - "Free on Board" shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**- Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** - Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** - Government Financial Institution.

**GOCC** - Government-owned and/or -controlled corporation.

**Goods** - Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** - Government of the Philippines.

**GPPB - Government** Procurement Policy Board.

**INCOTERMS** - International Commercial Terms.

**Infrastructure Projects** - Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** - Local Government Units.

**NFCC** - Net Financial Contracting Capacity.

**NGA** - National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** - refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** - Philippine Statistics Authority.

**SEC** - Securities and Exchange Commission.

**SLCC** - Single Largest Completed Contract.

**Supplier** - refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** - United Nations.

## ***Section I. Invitation to Bid***





## **INVITATION TO BID FOR PROVISION OF JANITORIAL SERVICE FY 2024 NPDC-2023-ITB-010**

1. The **National Parks Development Committee** through the **National Expenditure Program of 2024** intends to apply the sum of **Nine Million Seven Hundred Eighty-Seven Thousand Nine Hundred Sixty-Seven pesos and 44/100 pesos (Php 9,787,967.44)** being the ABC to payments under the contract for **Provision for Janitorial Services for FY 2024 / NPDC-2023-ITB-010**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The National Parks Development Committee now invites bids for the above Procurement Project. Delivery of the Goods is required for a contract duration of **twelve (12) months**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from National Parks Development Committee and inspect the Bidding Documents at the address given below during *weekdays from 8:00 AM to 5:00 PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 20, 2023** from the given address and website(s) below and upon payment of the applicable fee for Bidding Documents, pursuant to the latest Guideline issued by the GPPB, in the amount of **Ten Thousand Pesos (Php 10,000.00)** The Procuring Entity shall allow the bidder to present its proof of payment for fees in person.

6. The National Parks Development Committee will hold a Pre-Bid Conference on **November 28, 2023 (Tuesday), 4:00 PM** at the **Rizal Park Open Air Auditorium (Backstage)** at which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **December 11, 2023 10:00 AM** at the **NPDC Lobby, Old Planetarium Building, Padre Burgos St., Ermita, Manila**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **December 11, 2023, 4:00 PM** at the **Bulwagan ng Kagitingan, Rizal Park Luneta, Ermita, Manila**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The National Parks Development Committee reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**BEO RAVEN V. BENSURTO**

NPDC-BAC Secretariat

National Parks Development Committee

**NPDC Lobby Executive Building, Old Planetarium Building,**

**P. Burgos Ave., Rizal Park, Ermita, Manila**

8880-4895

[bac@npdc.gov.ph](mailto:bac@npdc.gov.ph) / [bvbensurto@npdc.gov.ph](mailto:bvbensurto@npdc.gov.ph)

MARGAUX VANESSA T. DECRIPITO/ KAREN G. DONATO

TeleFax. No. (02) 8541-8296/ (02) 8541-8284

[mtdecripito@npdc.gov.ph](mailto:mtdecripito@npdc.gov.ph) / [kgdonato@npdc.gov.ph](mailto:kgdonato@npdc.gov.ph)

12. You may visit the following websites:  
For downloading of Bidding Documents:  
[www.npdc.gov.ph](http://www.npdc.gov.ph) / <https://www.philgeps.gov.ph>

*November 17, 2023*

*(SGD.)*

**ENGR. EDUARDO C. VILLALON, JR.**

*NPDC-BAC Chairman*

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, National Parks Development Committee wishes to receive Bids for the Provision of Security Services for FY 2024, with identification number NPDC-2023-ITB-010

The Procurement Project (referred to herein as "Project") is composed of 1 item, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of **Nine Million Seven Hundred Eighty-Seven Thousand Nine Hundred Sixty-Seven Pesos & 44/100 Only (Php 9,787,967.44)**

2.1. The source of funding is:

a. National Expenditure Program FY 2024.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the

2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the **IB**]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required

authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **e.**
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place

of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for **One Hundred Twenty (120) calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

*[Include the following options if Framework Agreement will be used:]*

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and

financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 - One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Any janitorial services contract;</li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>PhP 195,759.35</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>PhP 489,398.37</b> if bid security is in Surety Bond.</li> </ul>
20.2	Certificate of Registration in compliance to DOLE D.O. No. 174-17.
	<p>1. Sworn undertaking that the bidder shall:</p> <ul style="list-style-type: none"> <li>a. wages and other benefits shall be in accordance with the Standard of Computation of the DOLE and shall ensure timely payment of said wages and benefits.</li> <li>b. shall be held liable for damages or loss incurred by any Janitorial Personnel during their work;</li> <li>c. shall directly remit monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF.</li> <li>d. has no pending labor case/s issued by the NLRC and DOLE.</li> <li>e.. the expenses for any training required by NPDC in addition to those required by DOLE shall be shouldered by the Service Provider.</li> <li>f. follow all the rules and regulations required by DOLE.</li> <li>g. must warrant that its employees are paid on time and not less than the minimum wage as provided for by the law, including those</li> </ul>

	<p>government-mandated benefits such as SSS, PhilHealth, PAG-IBIG, 13th-month pay, overtime pay, incentive leave benefits as provided by the Labor Code. They shall issue a sworn statement that they are complying with the labor laws to be submitted together with their monthly billing statement. Upon request, they must provide documents to verify the identity of the contractual employees assigned to NPDC.</p> <p>h. must have been consistent and timely in remitting to the following government agencies: SSS, PHILHEALTH, and PAG-IBIG. Proof of such shall be required in the form of photocopies of Official Receipts and Contribution Lists of the remittances to SSS, PHILHEALTH, and PAG-IBIG for the 1st to 3rd quarter of 2023 (January to September 2023).</p> <p>i. must be duly licensed, registered service contractor, and a preferably a member of the Philippine Association of Local Service Contractors, Inc. (PALSCON) with proper operating permits and other statutory requirements. It must have been engaged in the business for at least five (5) years.</p> <p>j. must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).</p> <p>k.. Main Office must be based in greater Manila Area</p> <p>l. An appropriate ISO Certification 9001:2015 is preferred</p> <p>m. Must submit an inventory of equipment, subject to actual inspection during post qualification.</p> <p>2. Must present a Client Satisfaction Rating of at least Very Satisfactory or better from at least three (3) government agencies, or private corporations, or with whom the contractor has a past or ongoing contract within the last three years.</p> <p>For Service Provider that has ongoing/ previous contract with NPDC, Service Provider shall submit the NPDC Performance Rating of at least Very Satisfactory (92.50 or higher) duly certified by the Agency for the latest year of contract.</p>
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## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The

Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents -</b></p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered <i>at National Parks Development Committee</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is <b>Mr. Paterno Emlano, Park Operation Superintendent II, from Park Operations Division</b>.</p> <p><b>Incidental Services -</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ul>

	<p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts -</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three times the warranty period.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>

	<p><b>Packaging -</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation -</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights -</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>The terms of payment shall be as follows: The Service Provider shall be paid on a monthly basis. However, EVERY LAST MONTH OF THE QUARTER (e.g., March, June, September, and December), the SERVICE PROVIDER shall be paid in two installments, (e.g., 1st-15th day that shall be submitted every 20th day of the month and 16th-30th that must be submitted on the 5th day of the succeeding month) based on the Statement of Account Submitted by the Service Provider.</i></p>
4	<p>The inspections and tests that will be conducted are: <i>inspection of supplies to be used as to quantity and based on the schedule.</i></p>

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Manpower Requirement 2 - Supervisors 29 - Ground Maintenance/Comfort Room Attendants/Janitors/Janitress, Garbage Collectors	31	31	Twelve (12) months service contract
	<b>Supplies and Materials</b>			
2	Poker/ pickup tong, at least 1m long	20	20	Upon start of contract
3	Rain Coat	35	35	
4	Rain Boots	35	35	
5	Garden Trowel	10	10	
6	Stick Broom	150	150	Monthly
7	Biodegradable Garbage Bag, 20x20x46 in (0.0015 inches thick)	1,500	1,500	Monthly
8	Detergent Powder	50	50	Monthly
9	Mop Head	20	20	
10	Bowl Cleaner	20	20	
11	Deodorant Cake	200	200	
12	Marble Crystallizer Wax	2	2	
13	Push Brush	5	5	
14	Dust Pan (outdoor)	20	20	Quarterly
15	Mop Handle	10	10	
16	Toilet Brush	10	10	
17	Hand Brush	10	10	

18	Toilet Pump	10	10	
19	Wooden Handle	10	10	
20	Cotton Rags	5	5	
	<b>Equipment and Complete Sets of Tools</b>			
21	Floor Polisher	2	2	Fifteen (15) days upon receipt of NTP
22	Pushcart	2	2	
23	Wet and Dry Vacuum Cleaner	1	1	
24	Knapsack Sprayer	1	1	
25	Wet Floor Signages (Yellow)	4	4	

I hereby certify to comply and deliver all the above requirements:

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Date



## ***Section VII. Technical Specifications***

# Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as</i></p>

		<i>fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
1	<p><b>SERVICE PROVIDER QUALIFICATIONS</b></p> <p>1. Adherence to Labor Laws and Guidelines</p> <p>The service provider shall provide adequate evidence of adherence to Labor Laws and Guidelines, which may include, but is not limited to, the following:</p> <ol style="list-style-type: none"> <li>1. A sworn undertaking of wages and other benefits shall be in accordance with the Standard of Computation of the DOLE and shall ensure timely payment of said wages and benefits.</li> <li>2. A sworn undertaking that the Service Provider shall be held liable for damages or loss incurred by any Janitorial Personnel during their work;</li> <li>3. A sworn undertaking that the Service Provider shall directly remit monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF.</li> <li>4. A sworn undertaking that the Service Provider has no pending labor case/s issued by the NLRC and DOLE.</li> <li>5. A sworn undertaking that the expenses for any training required by NPDC in addition to those required by DOLE shall be shouldered by the Service Provider</li> <li>6. A sworn undertaking that the Service Provider shall follow all the rules and regulations required by DOLE.</li> <li>7. The Service Provider must warrant that its employees are paid on time and not</li> </ol>	

	<p>less than the minimum wage as provided for by the law, including those government-mandated benefits such as SSS, PhilHealth, PAG-IBIG, 13th-month pay, overtime pay, incentive leave benefits as provided by the Labor Code. They shall issue a sworn statement that they are complying with the labor laws to be submitted together with their monthly billing statement. Upon request, they must provide documents to verify the identity of the contractual employees assigned to NPDC.</p> <p>8. The Service Provider must have been consistent and timely in remitting to the following government agencies: SSS, PHILHEALTH, and PAG-IBIG. Proof of such shall be required in the form of photocopies of Official Receipts and Contribution Lists of the remittances to SSS, PHILHEALTH, and PAG-IBIG for the 1st to 3rd quarter of 2023 (January to September 2023).</p> <p>9. The Service Provider must be duly licensed, registered service contractor, and a member of the Philippine Association of Local Service Contractors, Inc. (PALSCON) with proper operating permits and other statutory requirements. It must have been engaged in the business for at least five (5) years.</p> <p>10. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).</p> <p>11. Main Office must be based in greater Manila Area</p> <p>12. An appropriate ISO Certification is preferred.</p>	
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	<p>13. Must submit an inventory of equipment, subject to actual inspection during post qualification.</p> <p>2. Evidence of good performance on prior engagements</p> <p>Must present a Client Satisfaction Rating of at least Very Satisfactory or better (92.50 or higher) from at least three (3) government agencies, or private corporations, or with whom the contractor has a past or ongoing contract within the last three years.</p> <p>For Service Provider that has ongoing/ previous contract with NPDC, Service Provider shall submit the NPDC Performance Rating of at least Very Satisfactory (92.50 or higher) duly certified by the Agency for the latest year of contract.</p>	
2	<p>SERVICE PROVIDER RESPONSIBILITIES</p> <p>1. Personnel Welfare, Behavior and Accountability</p> <p>1. The service provider shall take necessary precautions and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage, or loss to persons or property, and shall at all times save NPDC from any claim for damage arising therefrom.</p> <p>2. NPDC shall assume liability and responsibility for any and all losses and damages, for destruction to property, or death/injuries sustained by NPDC, its employees, and visitors which are directly attributable to the negligence, fault, unlawful act, or misconduct of the service provider's personnel.</p> <p>3. The service provider is expected to enforce strict discipline and good order among its employees and shall agree to submit itself, its representatives, and all its</p>	

	<p>workers to the rules and regulations of NPDC on sanitation, security, and safety.</p> <p>4. The service provider shall be able to respond to situations that require immediate assistance to its employees due to national emergencies, such as, but not limited to, providing Personal Protective Equipment (PPE), without any additional cost to NPDC or to the Janitorial Personnel.</p> <p>5. The service provider is expected to rigorously uphold a non-discrimination policy and place paramount importance on extending the highest level of respect and courtesy to all park goers, with particular attention to indigent individuals.</p> <p>6. The service provider shall undertake responsibility with respect to life and accident insurance coverage of personnel deployed to Rizal Park, Paco Park, any NPDC offices, and premises.</p> <p>7. The service provider shall provide Accident insurance for both personal and property damaged.</p> <p>8. The Service Provider shall guarantee that the salaries of Janitorial Personnel detailed within NPDC shall be paid during regular working hours not later than the 25th day of each month and the 10th day of the succeeding month. Three occurrences of unjustified delays in the payment of the salaries attributable to the Service Provider, or if the janitorial staff are not paid the exact amount due to them as reflected in the payroll, shall be sufficient grounds for NPDC to terminate the Contract Agreement.</p> <p>9. NPDC shall have access to records of payment of salaries. Hence, the Service Provider shall provide the NPDC a copy of</p>	
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	<p>the payroll and proof of payment for the Janitorial Personnel assigned to the NPDC.</p> <p>2. Provision of Resources</p> <p>2.1. To be provided by Service Provider</p> <p>Tools and Equipment</p> <p>The equipment, tools, and consumables to be used in the delivery of maintenance results, including corresponding repairs and maintenance, shall be for the exclusive account of the service provider. Supplies can be substituted with alternative material as per request by NPDC.</p> <p>Upon Start of the Contract</p> <p>20 pcs -Poker /Pickup Tong</p> <p>at least 1m long;</p> <p>35 sets- Raincoats;</p> <p>35 pairs- Boots (size;</p> <p>10 pcs -Garden Trowel;</p> <p>Monthly Supplies shall be delivered on the 25th day of the preceding month.</p> <p>150 pcs Stick Broom</p> <p>1,500 Biodegradable Garbage Bags</p> <p>50 kgs Detergent Powder</p> <p>20 pcs Mop Head</p> <p>20 gal bowl cleaner</p> <p>200 pcs deodorant cake</p> <p>2 gal Marble Crystallizer</p>	
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	<p>wax</p> <p>5 Push brush</p> <p>Quarterly Supplies shall be delivered on the 25th day of the month immediately preceding the quarter</p> <p>20 pcs outdoor dustpan</p> <p>10 pcs mop handle</p> <p>10 pcs toilet brush</p> <p>10 pcs hand brush</p> <p>10 pcs toilet pump</p> <p>10 pcs Wooden handle</p> <p>5 kgs cotton rags</p> <p>The service provider shall present for inspection at the premises of the Park, equipment, complete sets of tools, and supplies listed below, within fifteen (15) calendar days from receipt of the Notice to Proceed from NPDC.</p> <p>2 units of Floor polisher</p> <p>2 units of pushcart</p> <p>Wet and dry vacuum cleaner</p> <p>Knapsack sprayer</p> <p>4 Wet floor signages (yellow)</p> <p>NPDC may, at its option, inspect the said equipment, tools, and consumables in the service provider's storage area.</p> <p>If after 15 calendar days from receipt of the Notice to Proceed, the service provider fails to deliver as such, the award may be canceled and issued to the</p>	
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	<p>second-ranked complying and responsive bidder.</p> <p>The Service Provider shall ensure that, in case the equipment breaks down or gets damaged, the Service Provider shall repair or replace the same.</p> <p>The service provider shall provide the necessary basic Personal Protective Equipment (PPE) including COVID-19 Safety Protection as mandated by duly recognized authorities, and other such protection as may be required by their personnel to perform their functions in a safe and effective manner without any additional cost to NPDC and to the Janitorial Personnel.</p> <p>The service provider must provide the employees assigned to NPDC with proper uniforms and identification. The cost must be disclosed to their personnel and payments shall be staggered if salary deduction. The service provider must ensure that all employees wear the company prescribed uniform and ID at all times while on duty.</p> <p>2.2. Resources to be Provided by NPDC</p> <p>1. Water and electric power consumption shall be for the exclusive account of NPDC. It is understood, however, that the service provider shall exercise economy in the use of water and electricity by instructing and/or directing assigned service personnel to use water and electricity at a minimum requirement at all times.</p> <p>2. NPDC shall provide a reasonable amount of space if deemed necessary for the service provider's personnel, tools, equipment, and vehicles.</p> <p>3. The service provider is responsible for covering the costs of water and electricity consumption when used</p>	
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	<p>within their barracks for personal purposes. However, this excludes usage related to official tasks such as watering plants, cleaning NPDC offices, comfort rooms, and pavements, which will be considered official expenses.</p> <p>2.3. Communication and Coordination Responsibilities</p> <ol style="list-style-type: none"> <li>1. Must provide NPDC's Chief Security Officer and Chief, Park Operations Division with a complete list and photographs of its employees assigned to NPDC upon signing of the contract. The list and photographs must be updated in the event of a change/replacement of personnel deployed to NPDC.</li> <li>2. Must submit to NPDC within five (5) calendar days of every month a statement signed by the service provider's duly authorized representative that it has paid all wages, salaries, compensation, and other benefits of the employees assigned to NPDC for services rendered by them during the immediately preceding month and that such payments were all in accordance with the requirements of law.</li> <li>3. The service provider shall ensure the availability of replacement personnel in case of an unscheduled absence of its personnel deployed at NPDC.</li> <li>4. The service provider shall seek approval of the Park Operations Division on the monthly working deployment schedule of its personnel deployed to NPDC. Such approval must be secured on or before the 20th day of the preceding month.</li> <li>5. The service provider must furnish NPDC with documents to support the qualifications of the two (2) supervisors to</li> </ol>	
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	<p>be deployed to NPDC upon signing of the contract.</p> <p>6. The Janitorial Service Provider shall meet with Park Operations Division in a monthly basis for discussion and assessment of their performance.</p> <p>7. In the event of an incident, the Janitorial Service Provider shall meet with the NPDC Park Operations Division to review the findings and to present an action plan to prevent recurrence of the incident.</p> <p>2.4. Supervision</p> <p>1. The service provider shall designate a supervisory team responsible for overseeing the execution of the janitorial and ground maintenance activities outlined in the scope of work. This team will be responsible for preparing reports and facilitating communication and coordination with NPDC.</p> <p>2. The supervisory team must maintain a visible presence to monitor the daily activities of the personnel.</p> <p>3. NPDC shall, at all times, have the right to inspect the quality of work and performance of the service provider, decide on any and all questions which may arise as to the quality or acceptability of the services rendered, and require immediate corrective action.</p>	
3	<p>Complement</p> <p>1. Twenty-nine (29) Personnel (Ground Maintenance/ Comfort Room Attendants/ Janitors/Janitress, Garbage Collectors)</p> <p>2. Two (2) Working Supervisor (one for each shift)</p> <p>3. The service provider must make efforts to increase the equitable distribution of</p>	

	work opportunities for all genders through deployment and by providing training opportunities to all personnel, regardless of gender.	
4	<p>Hours of Work</p> <p>1. The service provider shall provide cleanliness and ground maintenance services to NPDC every day, for two (2) shifts a day (5:00 AM-2:00 PM and 1:00 PM - 10:00PM), seven (7) days a week, from Monday until Sunday and during holidays.</p> <p>2. Each Personnel and the Supervisor shall only work 8 hours a day, 6 days a week. The service provider shall be responsible for preparing the monthly deployment schedule of its employees.</p>	
5	<p>Qualification of the Supervisor</p> <p>1. Of good moral character and reputation, courteous, alert, and free from any current or ongoing criminal investigations or issues related to moral turpitude.</p> <p>2. Physically and mentally fit; Between thirty (30) and fifty (50) years of age</p> <p>3. Must possess at least a Vocational Diploma or Bachelor's/ College Degree.</p> <p>4. At least three (3) years of relevant supervisory experience</p> <p>5. With NCII Certificate on Housekeeping or any related certificate on building and facility maintenance.</p>	
6	<p>Qualification of Personnel</p> <p>1. COMFORT ROOM ATTENDANTS / JANITORS / JANITRESS</p> <p>1. Of good moral character and reputation, courteous, alert, and is free from any current or ongoing</p>	

	<p>criminal investigations or issues related to moral turpitude.</p> <ol style="list-style-type: none"> <li>2. Physically and mentally fit between twenty-one (21) to sixty (60) years of age.</li> <li>3. At least a high school graduate and with at least one (1) year relevant experience.</li> <li>4. With NCII Certificate on Housekeeping or any related certificate on building and facilities maintenance.</li> </ol> <p>2. GROUND MAINTENANCE PERSONNEL</p> <ol style="list-style-type: none"> <li>1. Of good moral character and reputation, courteous, alert, and is free from any current or ongoing criminal investigations or issues related to moral turpitude.</li> <li>2. Physically and mentally fit between twenty-one (21) to fifty-six (56) years of age;</li> <li>3. At least a high school graduate and with at least one (1) year relevant experience</li> </ol>	
7	<p>Scope of Work</p> <p>1. DUTIES AND RESPONSIBILITIES OF THE SUPERVISOR</p> <ol style="list-style-type: none"> <li>1. Must submit to the Park Operations Division the monthly manpower deployment schedule every 20th day of the preceding month.</li> <li>2. Must ensure compliance with the Manpower Deployment Schedule.</li> <li>3. Must submit to the Park Operations Division the monthly accomplishment report.</li> <li>4. Must schedule work assignments, set priorities, and direct the work of subordinate employees in coordination with the Chief, Park</li> </ol>	

	<p>Operations Division or her authorized representative.</p> <ol style="list-style-type: none"> <li>5. Evaluate and verify completed work assignments and employee performance through the review of the daily janitorial checklist.</li> <li>6. Ensures that proper labor standards and conditions of employment are maintained.</li> <li>7. Must ensure implementation, enforcement, and compliance with NPDC rules and regulations relative to the maintenance of cleanliness, sanitation, and ground maintenance of the parks, facilities, and NPDC premises.</li> <li>8. Maintain records, prepare reports, and compose correspondence relative to the work.</li> <li>9. Must make rounds to check personnel coverage in designated work areas.</li> <li>10. Must conduct inspections and investigations of complaints.</li> <li>11. Must conduct a daily inspection of the parks and premises to ensure clean and safe conditions.</li> <li>12. Must ensure delivery of the supplies needed by its personnel.</li> <li>13. Must determine, on a monthly basis, the materials, supplies, and equipment needed.</li> <li>14. Perform other services necessary or desirable for the maintenance and enjoyment of the office premises and minister to the personal comfort, convenience, or safety of NPDC officers, employees, and visitors.</li> </ol> <p>2. BUILDING AND FACILITIES HOUSEKEEPING</p> <p>1. DAILY JANITORIAL ACTIVITIES</p> <ol style="list-style-type: none"> <li>1. Sweeping, damp mopping, scrubbing, and spray buffing of all</li> </ol>	
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	<p>floors are necessary to maintain luster and shine at all times.</p> <ol style="list-style-type: none"> <li>2. Cleaning of glass panels and their appurtenant steel or aluminum frames through scrubbing and wiping by application of cleaning solutions to remove dust, soot, and grime</li> <li>3. Cleaning, dusting, and damp wiping of office furniture, fixtures, and equipment, and application of appropriate furniture polish to maintain luster and shine at all times</li> <li>4. Keeping exits and entrances clean and free of obstruction at all times.</li> <li>5. Cleaning, sanitizing, and disinfecting comfort room urinals, lavatories, toilet bowls, and washroom basins</li> <li>6. Checking and reloading, if required, toilet paper, liquid hand soap, deodorant cake, and other toilet supplies</li> <li>7. Cleaning of wastebaskets and vertical and horizontal blinds</li> <li>8. Sweeping, vacuum cleaning, and stain spotting of offices/rooms.</li> <li>9. Sweeping of driveways and surroundings</li> <li>10. Informing the Park Operations Division of any defects/ damaged facilities within the contract area, such as electrical, CPM, fountains and falls, busted bulbs, leaking faucets or water lines, cracked wall plaster, unsafe conditions, and/or any unusual activities within the parks and NPDC premises and their surroundings.</li> <li>11. Cleaning of kitchen, pantry, and cabinets Washing of dishes, glasses, and utensils.</li> <li>12. Occasional/ or as the need arises - washing of tablecloths, seat covers, and other office fabric-related materials</li> </ol>	
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	<p>13. MRF Operation, collection, and disposal of trash/garbage and other trash materials to the garbage dump is compliant with RA No. 9003 (Ecological Solid Waste Management Act) and City Ordinances rules and regulations.</p> <p>14. Perform other services necessary or desirable for the maintenance and enjoyment of the office premises and ensure convenience or safety of the NPDC officers, employees, and visitors.</p> <p>2. WEEKLY JANITORIAL ACTIVITIES</p> <ol style="list-style-type: none"> <li>1. General cleaning, washing, scrubbing, and polishing of floors, hallways, comfort rooms and washrooms, glass panels, and baseboards.</li> <li>2. General cleaning of wall partitions and other vertical surfaces.</li> <li>3. General cleaning of offices includes dusting, spot scrubbing, damp wiping of office furniture, fixtures, and equipment, and application of furniture polish.</li> <li>4. Sweeping and washing of driveways, path walks, and surroundings</li> </ol> <p>3. MONTHLY JANITORIAL ACTIVITIES</p> <ol style="list-style-type: none"> <li>1. General cleaning of NPDC offices and premises.</li> <li>2. Cleaning and application of the polishing solution to the vertical/horizontal wall, divider, and ledges of the division.</li> <li>3. General cleaning of offices includes dusting, damp wiping of office furniture, fixtures, and equipment, and application of furniture polish.</li> <li>4. General cleaning of surfaces, receptacles, corners, air</li> </ol>	
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	<p>conditioning vents, and areas that are not ordinarily cleaned during the daily and weekly services.</p> <ol style="list-style-type: none"> <li>5. Cleaning and dusting of file rooms.</li> <li>6. Cleaning and de-clogging of decks, gutters, downspouts, and storm drains</li> <li>7. General cleaning of light diffusers and other receptacles.</li> </ol> <p>0. GROUNDS MAINTENANCE</p> <p>Grounds maintenance services shall be performed in various areas of the park specifically the Open-Air Auditorium, Chinese Garden, Aguinaldo, Mabini Hall, Chess Plaza, Art Gallery, Planetarium, Kweba, PNB Executive office, Senior Citizen Garden, North and South portion of Western Section of Rizal Park, and the whole Paco Park. The service provider shall deliver the following maintenance results and shall be delivered at all times during the contract period:</p> <p>1. GARBAGE &amp; LITTER MANAGEMENT</p> <ol style="list-style-type: none"> <li>1. Paved areas, roadways, walkways, driveways, lawns, and other landscape areas including benches, seat walls, and plant boxes are cleared of fallen leaves, twigs, branches, inorganic litter, residual waste, garbage, silt, rocks, and other debris on a daily basis.</li> <li>2. The service provider will be responsible for the cleanliness of paved areas within the contract site, specifically the Rizal Monument area and Kilometer Zero area. Coordinate with NPDC, for the maintenance activities inside the Rizal Monument area in order for NPDC to advise the marine corps.</li> <li>3. Responsible for the cleanliness/readiness of Rizal</li> </ol>	
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	<p>Monument Area before and after the events/activities to be held at the area such as wreath-laying, Independence Day Celebration, Rizal Day, Stop and Salute ceremony, etc.</p> <ol style="list-style-type: none"> <li>4. Collected inorganic litter, residual waste, and garbage are placed in designated points where they will be picked up by the Manila City Department of Public Services.</li> <li>5. Collected fallen leaves, twigs, and branches placed in waste bins, plastic bags, or sacks are hauled from point of collection to the designated processing area at the park.</li> <li>6. Collected silt or rocks are placed in areas designated by NPDC.</li> </ol> <p><u>2. IRRIGATION/PLANTS WATERING</u></p> <ol style="list-style-type: none"> <li>1. <u>Softscapes are watered according to plants' watering requirements.</u></li> <li>2. <u>Water discharged for irrigation is kept within the softscape area only, not reaching any paths or windows nor left unattended.</u></li> <li>3. <u>Plants are free from damage.</u></li> <li>4. <u>Groundcovers and shrubs are trimmed to and maintained in the height and form specified by NPDC.</u></li> <li>5. <u>Landscape areas are free of weeds, litter, stones, or debris.</u></li> </ol> <p><u>3. PALM AND TREE CARE</u></p> <ol style="list-style-type: none"> <li>1. Palms are free of brown, dried, and drooping fronds.</li> <li>2. Trees, palms, and shrubs are pruned/trimmed within the contract area using appropriate equipment and tools.</li> <li>3. Safety, security, tree health, and aesthetics are taken into</li> </ol>	
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	<p>consideration during tree care operations.</p> <p>4. The pruning schedule is coordinated to the Park Operations Division at least one (1) week prior to the performance of pruning.</p> <p>4. PEST AND NUTRIENT MANAGEMENT</p> <p>1. Plants and landscape areas are kept free from pest-related damage.</p> <p>2. Practice proper plant nutrient management and fertilize plants as needed to keep them looking healthy and robust.</p> <p>5. OTHER RELATED DELIVERABLES</p> <p>1. Assist in the preparation of flag-raising ceremony which is regularly held during the celebration of Independence Day, Rizal Day, and Stop and Salute Ceremony every first Monday of the month.</p> <p>2. Monitoring of Philippine flags around the park. Ensure that all flags are in good condition, change/replace any damaged or worn-out flags such as the everyday flag and storm flags.</p> <p>3. Safety warning signs, barriers, and other safety equipment which may be required to ensure the safety of the public are provided and installed.</p> <p>4. Provide manpower assistance during ingress/egress of events within the Park and other logistical assistance in the Park.</p> <p>5. Keep watch and take actions to prevent or mitigate damage to the buildings and facilities during emergency situations such as typhoons, floods, earthquakes, power failures, and fire incidents,</p>	
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	<p>6. Ensure disaster preparedness of personnel by providing Personal Protective Equipment (PPE) such as but not limited to hardhats, safety shoes, rubber boots, raincoats, gloves and go bags.</p> <p><del>2. IRRIGATION/PLANTS WATERING</del></p>	
8	<p>Other Conditions of the Contract</p> <p>1. START OF CONTRACT</p> <p>1. The service provider shall submit to the Park Operations Division the qualifications of the endorsed personnel for approval, with the following documents:</p> <p>1. Certificate of Good Moral Character issued by the previous employer or Punong Barangay for new employment;</p> <p>2. Copy of Valid Police and NBI Clearance</p> <p>2. The service provider shall undertake responsibility with respect to life and accident insurance coverage of personnel deployed to Rizal Park, Paco Park, any NPDC Offices, and premises.</p> <p>3. The service provider shall provide the necessary basic Personal Protective Equipment (PPE) including COVID-19 Safety Protection such as safety shoes,</p>	

	<p>rubber boots, raincoats, safety gloves, face masks, face shields, etc.</p> <p>4. Adherence to Labor Laws and Rules, such as:</p> <ol style="list-style-type: none"> <li>1. A sworn undertaking that payment of wages and other benefits shall be in accordance with the Standard of Computation of the DOLE and shall ensure timely payment of said wages and benefits.</li> <li>2. A sworn undertaking that the Service Provider shall be held liable for damages or loss incurred by any Janitorial Personnel during their work;</li> <li>3. A sworn undertaking that the Service Provider shall directly remit monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF.</li> <li>4. A sworn undertaking that the Service Provider has pending or no pending labor standard violation case/s issued by the NLRC and DOLE.</li> <li>5. A sworn undertaking that the expenses for any training required by NPDC in addition to those required by DOLE shall be shouldered by the Service Provider.</li> <li>6. A sworn undertaking that the Service Provider shall follow all the rules and regulations required by DOLE.</li> </ol>	
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	<p>0. DURING THE CONTRACT</p> <ol style="list-style-type: none"> <li>1. All janitorial personnel hired under this contract shall strictly follow the NPDC Agency Rules and Regulations and submit required reports immediately to the Park Operations Division.</li> <li>2. The NPDC reserves the right to impose a ban on the service provider and its personnel in the event of non-compliance with these rules and regulations.</li> <li>3. The Service Provider shall provide reliever/s in case of absence of the Janitor assigned to the specific work area with prior notice to the Chief, Park Operations Division.</li> <li>4. The Service Provider is obligated to consistently achieve a performance rating of at least very satisfactory (92.50 or higher) throughout the duration of the contract. Monthly evaluations will be conducted to assess compliance with the performance requirements established by NPDC, utilizing a designated evaluation tool.</li> <li>5. The performance requirements shall include but may not be limited to the following criteria: <ol style="list-style-type: none"> <li>1. Quality of service delivered which includes courtesy and decorum;</li> <li>2. Availability of adequate Janitorial supplies, materials, and equipment;</li> <li>3. Work attendance and punctuality, vis-a-vis absence, tardiness, and under time;</li> </ol> </li> </ol>	
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	<p>4. Prompt management and sustainability of personnel vis-a-vis availability of reliever, observance of 8-hour duty;</p> <p>5. Compliance to contract technical requirements;</p> <p>6. Accurate and timely submission of regular and ad hoc reports required by NPDC;</p> <p>7. Compliance with mandatory requirements by relevant government agencies (SSS, PHIC, BIR, and HDMF).</p> <p>0. PERFORMANCE</p> <p>1. NPDC expects very satisfactory performance from the Janitorial Service Provider. As such, performance expectations and measures shall be communicated by NPDC to the winning Janitorial Service Provider and agreed upon prior to contract preparation and signing.</p> <p>2. End-user shall conduct a monthly performance assessment in accordance with the Service Level Agreement that will be agreed upon with NPDC at the start of the contract. The results of this monthly performance assessment will be required as an attachment for the billing.</p> <p>3. The Janitorial Service Provider is required to obtain a monthly rating of at least VERY SATISFACTORY (92.50 and above), based on the service level agreement. The monthly performance assessment shall be based on the compliance with the performance requirements set by NPDC using a prescribed monitoring tool (attached as an</p>	
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	<p>Annex) which shall include but may not be limited to the following criteria:</p> <ol style="list-style-type: none"> <li>1. Compliance with contract technical requirement <ol style="list-style-type: none"> <li>1. Observance to labor laws and regulations</li> <li>2. Completeness and provision of tools, equipment, vehicles, PPEs and other materials.</li> </ol> </li> <li>2. Quality of Work <ol style="list-style-type: none"> <li>1. Scope of Services</li> <li>2. Response Time</li> <li>3. Technical Reports</li> </ol> </li> <li>3. Customer Service which includes courtesy, decorum, attitude and professionalism.</li> <li>4. If the Janitorial Service Provider fails to obtain a rating of at least VERY SATISFACTORY (92.50 and above) this shall be considered as breach of obligation under contract and grounds for the imposition of liquidated damages in accordance with RA 9184 and its IRR.</li> <li>5. NPDC has the right to terminate the service contract with the winning Janitorial Service Provider before the contract end date if the performance level of the Service Provider is not VERY SATISFACTORY (92.49 and below) based on the evaluation criteria or failure to perform its obligations thereon following the required procedures prescribed under the</li> </ol>	
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	<p>Implementing Rules and Regulations of RA 9184.</p> <p>6. NPDC reserves the right to demand the replacement of any deployed personnel of the Service Provider who shall be found lacking in discipline, inefficient, negligent, and other justifiable causes.</p>	
9	<p><b>BILLINGS AND PAYMENT</b></p> <p><b>1. BILLING AND PAYMENT</b></p> <p>1. The Service Provider shall be paid on a monthly basis. However, EVERY LAST MONTH OF THE QUARTER (e.g., March, June, September, and December), the SERVICE PROVIDER shall be paid twice a month, in two installments, (e.g., 1st-15th day that shall be submitted every 20th day of the month and 16th-30th that must be submitted on the 5th day of the succeeding month) based on the Statement of Account Submitted by</p>	

	<p>the Service Provider. The Committee requires the Janitorial Service Provider to submit its billing statement on or before the 10th day of each succeeding month. Failure to comply shall be subjected to liquidated damages amounting to 1/10 of 1% for every day of delay. Also, any non-conformity on the contractual deliverables shall be subjected to liquidated damages and/or termination of the contract. Further, failure to submit the billing statement on time will result in delayed payment. The Janitorial Service Provider shall wait for the next Notice of Cash Allocation (NCA) cycle for that particular billing period as NCA is given every quarter. As such, NPDC has an option to pay the service provider next NCA Cycle/Quarter or subject to availability of funds.</p> <p>2. Attachment to the billings must be submitted in two (2) sets, original and its duplicate containing;</p> <ul style="list-style-type: none"> <li>a) Copy of Notice of Award (Initial Payment);</li> <li>b) Copy of Notice to Proceed (Initial Payment);</li> <li>c) Duly Signed Contract (Initial Payment);</li> <li>d) Service Provider's bill;</li> <li>e) Accomplishment Report;</li> <li>f) Daily Time Record;</li> <li>g) Summary Sheet;</li> <li>h) Certification of payment to employees of the service providers;</li> <li>i) Copy of duly accomplished remittance to government agencies and/or GOCCs together with the corresponding check voucher;</li> <li>j) Result of survey ratings</li> </ul>	
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	<p>k) Other documents are deemed necessary depending on the nature of the transaction.</p> <p>2. Claim for unbilled charges and all other similar expenses</p> <p>a) The Service Provider shall provide, in writing and including its supporting documents, if any, all unbilled charges, claims, and all other similar items within one (1) month after the expiration of the applicable contract; and</p> <p>b) Failure of the Service Provider to manifest in writing the aforementioned claims in the immediately preceding paragraph will result in the waiver thereof, without prejudice to all other remedies provided for by law.</p>	
10.	<p><b>PENALTIES</b></p> <p><b>1. VIOLATIONS/OFFENSES</b></p> <p>In cases of violations/offenses of the Janitorial Service Provider, including all its deployed personnel, on park rules and regulation.</p> <p>a) First Offense: Written notice to the Janitorial Service Provider requiring a documented explanation and action plan to prevent occurrence of the same violation.</p> <p>b) Second Offense: For a subsequent violation/offense after the first, payable damages shall be imposed by the NPDC to the Security Service Provider for the second offense equivalent to 0.5% of the monthly</p>	

	<p>contract price for the month where the violation/offense was committed.</p> <p>c) Third Offense: Termination of Contract and Automatic Disqualification from Bidding for any procurement contract with any procuring entity for a period of one (1) year upon receipt of Blacklisting Order.</p> <p>3. TERMINATION OF CONTRACT</p> <p>a) At any time during the effectivity of the contract, the same may be terminated or rescinded by NPDC, for any just and authorized causes and without need for any judicial action, by giving at least fifteen (15) days written notice which shall be final and binding upon the Janitorial Service Provider</p> <p>b) Material breach of contract by the Janitorial Service Provider shall be ground for termination of the contract, such as when either of the following exists:</p> <ul style="list-style-type: none"> <li>i. The Janitorial Service Provider has incurred cumulative amount of liquidated damages equivalent to ten percent (10%) of the total contract amount within the one (1) year effective period of contract.</li> <li>ii. The Janitorial Service Provider has incurred cumulative amount of liquidated damages equivalent to ten percent (10%) of the total</li> </ul>	
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	<p>contract amount within the one (1) year effective period of contract.</p> <p>c) Violation of the Janitorial Service Provider of any material terms and conditions of the Contract.</p> <p>d) Labor disputes/strike of the Janitorial Service Provider's personnel which is not settled immediately thereby causing prejudice to the delivery of services under the contract.</p> <p>e) Assignment or any form of conveyance by the Janitorial Service Provider of its rights and interests under the contract, including the sales and disposition of any or all of its business to any third party, without the prior written consent of NPDC.</p>	
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## ***Section VIII. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### ***Class "A" Documents***

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- ☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### ***Class "B" Documents***

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

### Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



## ***Appendix 1 - Terms of Reference***

### **NATIONAL PARKS DEVELOPMENT COMMITTEE JANITORIAL SERVICES 2024 TERMS OF REFERENCE**

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#### **I. OBJECTIVES**

The NPDC is inviting interested parties to bid for the provision of janitorial services from a reputable janitorial agency, to render services on a daily basis (5:00 AM-2:00 PM and 1:00 PM-10:00PM) including Saturdays, Sundays, and Holidays, to maintain the ground cleanliness of Rizal Park, Paco Park, NPDC premises and its facilities.

The Janitorial Agency shall provide Personnel to handle various janitorial requirements for NPDC, and shall provide supplies, materials, tools, and equipment in furtherance of the requirements of the janitorial service.

#### **II. SERVICE PROVIDER QUALIFICATIONS**

##### **1. Adherence to Labor Laws and Guidelines**

The service provider shall provide adequate evidence of adherence to Labor Laws and Guidelines, which may include, but is not limited to, the following:

- 1.1. A sworn undertaking of wages and other benefits shall be in accordance with the Standard of Computation of the DOLE and shall ensure timely payment of said wages and benefits.
- 1.2. A sworn undertaking that the Service Provider shall be held liable for damages or loss incurred by any Janitorial Personnel during their work;
- 1.3. A sworn undertaking that the Service Provider shall directly remit monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF.
- 1.4. A sworn undertaking that the Service Provider has no pending labor case/s issued by the NLRC and DOLE.

- 1.5. A sworn undertaking that the expenses for any training required by NPDC in addition to those required by DOLE shall be shouldered by the Service Provider
- 1.6. A sworn undertaking that the Service Provider shall follow all the rules and regulations required by DOLE.
- 1.7. The Service Provider must warrant that its employees are paid on time and not less than the minimum wage as provided for by the law, including those government-mandated benefits such as SSS, PhilHealth, PAG-IBIG, 13th-month pay, overtime pay, incentive leave benefits as provided by the Labor Code. They shall issue a sworn statement that they are complying with the labor laws to be submitted together with their monthly billing statement. Upon request, they must provide documents to verify the identity of the contractual employees assigned to NPDC.
- 1.8. The Service Provider must have been consistent and timely in remitting to the following government agencies: SSS, PHILHEALTH, and PAG-IBIG. Proof of such shall be required in the form of photocopies of Official Receipts and Contribution Lists of the remittances to SSS, PHILHEALTH, and PAG-IBIG for the 1st to 3rd quarter of 2023 (January to September 2023).
- 1.9. The Service Provider must be duly licensed, registered service contractor, and a member of the Philippine Association of Local Service Contractors, Inc. (PALSCON) with proper operating permits and other statutory requirements. It must have been engaged in the business for at least five (5) years.
- 1.10. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).
- 1.11. Main Office must be based in greater Manila Area
- 1.12. An appropriate ISO Certification is preferred.
- 1.13. Must submit an inventory of equipment, subject to actual inspection during post qualification.

## **2. Evidence of good performance on prior engagements**

- 2.1** Must present a Client Satisfaction Rating of at least Very Satisfactory or better (92.50 or higher) from at least three (3) government agencies, or private corporations, or with whom the contractor has a past or ongoing contract within the last three years.

For Service Provider that has ongoing/ previous contract with NPDC, Service Provider shall submit the NPDC Performance Rating of at least Very Satisfactory (**92.50 or higher**) duly certified by the Agency for the latest year of contract.

### **III. SERVICE PROVIDER RESPONSIBILITIES**

#### **1. Personnel Welfare, Behavior and Accountability**

- 1.1. The service provider shall take necessary precautions and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage, or loss to persons or property, and shall at all times save NPDC from any claim for damage arising therefrom.
- 1.2. NPDC shall assume liability and responsibility for any and all losses and damages, for destruction to property, or death/injuries sustained by NPDC, its employees, and visitors which are directly attributable to the negligence, fault, unlawful act, or misconduct of the service provider's personnel
- 1.3. The service provider is expected to enforce strict discipline and good order among its employees and shall agree to submit itself, its representatives, and all its workers to the rules and regulations of NPDC on sanitation, security, and safety
- 1.4. The service provider shall be able to respond to situations that require immediate assistance to its employees due to national emergencies, such as, but not limited to, providing Personal Protective Equipment (PPE), without any additional cost to NPDC or to the Janitorial Personnel.
- 1.6. The service provider is expected to rigorously uphold a non-discrimination policy and place paramount importance on extending

the highest level of respect and courtesy to all park goers, with particular attention to indigent individuals.

- 1.7 The service provider shall undertake responsibility with respect to life and accident insurance coverage of personnel deployed to Rizal Park, Paco Park, any NPDC offices, and premises.
- 1.8. The service provider shall provide Accident insurance for both personal and property damaged.
- 1.9. The Service Provider shall guarantee that the salaries of Janitorial Personnel detailed within NPDC shall be paid during regular working hours not later than the 25<sup>th</sup> day of each month and the 10<sup>th</sup> day of the succeeding month. Three (3) occurrences of unjustified delays in the payment of salaries attributable to the Service Provider, or if the janitorial staff are not paid the exact amount due to them as reflected in the payroll, shall be sufficient grounds for NPDC to terminate the Contract Agreement.
- 1.10. NPDC shall have access to records of payment of salaries. Hence, the Service Provider shall provide the NPDC a copy of the payroll and proof of payment for the Janitorial Personnel assigned to the NPDC.
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NPDC

## **1. Provision of Resources**

### **1.9. To be provided by Service Provider**

#### **1.9.1. Tools and equipment**

- 1.9.1.1. The equipment, tools, and consumables to be used in the delivery of maintenance results, including corresponding repairs and maintenance, shall be for the exclusive account of the service provider. Supplies can be substituted with alternative material as per request by NPDC.

1.9.1.2.

**1.9.1.2.1. Upon Start of the Contract**

- a. 20 pcs -Poker / Pickup Tong at least 1m long
- b. 35 sets- Raincoats
- c. 35 pairs- Boots (size
- d. 10 pcs -Garden Trowel

**1.9.1.2.2. Monthly Supplies shall be delivered on the 25th day of the preceding month.**

- a. 150 pcs -Stick Broom
- b. 1,500 pcs -Biodegradable Garbage Bags, 20 x 20 x 46 (0 .0015 inches thick)
- c. 50 kgs- Detergent Powder
- d. 20 pcs -Mop Head
- e. 20 pcs- Bowl cleaner
- f. 200 pcs- Deodorant cake
- g. 2 gals- Marble Crystallizer wax
- h. 5 pcs -Push brush

**1.9.1.2.3. Quarterly Supplies shall be delivered on the 25th day of the month immediately preceding the quarter**

- a. 20 pcs outdoor dustpan - not plastic made
- b. 10 pcs- mop handle
- c. 10 pcs -toilet brush
- d. 10 pcs- hand brush
- e. 10 pcs -toilet pump
- f. 10 pcs -Wooden handle
- g. 5 kgs- cotton rags

1.9.1.3. The service provider shall present for inspection at the premises of the Park, equipment, complete sets of tools, and supplies listed below, within fifteen (15)

calendar days from receipt of the Notice to Proceed from NPDC.

1.9.1.3.1. 2 units of Floor polisher

1.9.1.3.2. 2 units of pushcart

1.9.1.3.3. 1 unit - Wet and dry vacuum cleaner

1.9.1.3.4. 1 unit - Knapsack sprayer

1.9.1.3.5. 4 pcs - Wet floor signages (yellow)

NPDC may, at its option, inspect the said equipment, tools, and consumables in the service provider's storage area.

If after 15 calendar days from receipt of the Notice to Proceed, the service provider fails to deliver as such, the award may be canceled and issued to the second-ranked complying and responsive bidder.

The Service Provider shall ensure that, in case the equipment breaks down or gets damaged, the Service Provider shall repair or replace the same.

1.9.2. The service provider shall provide the necessary basic Personal Protective Equipment (PPE) including COVID-19 Safety Protection as mandated by duly recognized authorities, and other such protection as may be required by their personnel to perform their functions in a safe and effective manner without any additional cost to NPDC and to the Janitorial Personnel.

1.9.3. The service provider must provide the employees assigned to NPDC with proper uniforms and identification. The cost must be disclosed to their personnel and payments shall be staggered if salary deduction. The service provider must ensure that all employees wear the company prescribed uniform and ID at all times while on duty.

1.10. Resources to be Provided by NPDC

- 1.10.1. Water and electric power consumption shall be for the exclusive account of NPDC. It is understood, however, that the service provider shall exercise economy in the use of water and electricity by instructing and/or directing assigned service personnel to use water and electricity at a minimum requirement at all times.
- 1.10.2. NPDC shall provide a reasonable amount of space if deemed necessary for the service provider's personnel, tools, equipment, and vehicles.
- 1.10.3. The service provider is responsible for covering the costs of water and electricity consumption when used within their barracks for personal purposes. However, this excludes usage related to official tasks such as watering plants, cleaning NPDC offices, comfort rooms, and pavements, which will be considered official expenses.

## **2. Communication and Coordination Responsibilities**

- 3.1. Must provide NPDC's Chief Security Officer and Chief, Park Operations Division with a complete list and photographs of its employees assigned to NPDC upon signing of the contract. The list and photographs must be updated in the event of a change/replacement of personnel deployed to NPDC.
- 3.2 Must submit to NPDC within five (5) calendar days of every month a statement signed by the service provider's duly authorized representative that  
it has paid all wages, salaries, compensation, and other benefits of the employees assigned to NPDC for services rendered by them during the immediately preceding month and that such payments were all in accordance  
with the requirements of law.
- 3.3 The service provider shall ensure the availability of replacement personnel in case of an unscheduled absence of its personnel deployed at NPDC.

3.4 The service provider shall seek approval of the Park Operations Division on the monthly working deployment schedule of its personnel deployed to NPDC. Such approval must be secured on or before the 20th day of the preceding month.

3.5 The service provider must furnish NPDC with documents to support the qualifications of the two (2) supervisors to be deployed to NPDC upon signing of the contract.

3.6 The Janitorial Service Provider shall meet with Park Operations Division in a monthly basis for discussion and assessment of their performance.

3.7 In the event of an incident, the Janitorial Service Provider shall meet with the NPDC Park Operations Division to review the findings and to present an action plan to prevent recurrence of the incident.

#### **4 Supervision**

4.3 The service provider shall designate a supervisory team responsible for overseeing the execution of the janitorial and ground maintenance activities outlined in the scope of work. This team will be responsible for preparing reports and facilitating communication and coordination with NPDC.

4.4 The supervisory team must maintain a visible presence to monitor the daily activities of the personnel.

4.5 NPDC shall, at all times, have the right to inspect the quality of work and performance of the service provider, decide on any and all questions which may arise as to the quality or acceptability of the services rendered, and require immediate corrective action.

#### **IV. COMPLEMENT**

1. Twenty-nine (29) Personnel (Ground Maintenance/ Comfort Room Attendants/ Janitors/Janitress, Garbage Collectors)
2. Two (2) Working Supervisor (one for each shift)



3. The service provider must make efforts to increase the equitable distribution of work opportunities for all genders through deployment and by providing training opportunities to all personnel, regardless of gender.

## **V. HOURS OF WORK**

1. The service provider shall provide cleanliness and ground maintenance services to NPDC every day, for two (2) shifts a day (5:00 AM-2:00 PM and 1:00 PM - 10:00PM), seven (7) days a week, from Monday until Sunday and during holidays
2. Each Personnel and the Supervisor shall only work 8 hours a day, 6 days a week. The service provider shall be responsible for preparing the monthly deployment schedule of its employees.

## **VI. QUALIFICATION OF THE SUPERVISOR**

1. Of good moral character and reputation, courteous, alert, and free from any current or ongoing criminal investigations or issues related to moral turpitude.
2. Physically and mentally fit; Between thirty (30) and fifty (50) years of age
3. Must possess at least a Vocational Diploma or Bachelor's/ College Degree.
4. At least three (3) years of relevant supervisory experience
5. With NCII Certificate on Housekeeping or any related certificate on building and facility maintenance.

## **VII. QUALIFICATION OF PERSONNEL**

### **1. COMFORT ROOM ATTENDANTS / JANITORS / JANITRESS**

- 1.1. Of good moral character and reputation, courteous, alert, and is free from any current or ongoing criminal investigations or issues related to moral turpitude.
- 1.2. Physically and mentally fit between twenty-one (21) to sixty (60) years of age.
- 1.3. At least a high school graduate and with at least one (1) year relevant experience.

- 1.4. With NCII Certificate on Housekeeping or any related certificate on building and facilities maintenance.

## **2. GROUND MAINTENANCE PERSONNEL**

- 2.1. Of good moral character and reputation, courteous, alert, and is free from any current or ongoing criminal investigations or issues related to moral turpitude.
- 2.2. Physically and mentally fit between twenty-one (21) to fifty-six (56) years of age;
- 2.3. At least a high school graduate and with at least one (1) year relevant experience

## **VIII. SCOPE OF WORK**

### **1. DUTIES AND RESPONSIBILITIES OF THE SUPERVISOR**

- 1.1. Must submit to the Park Operations Division the monthly manpower deployment schedule every 20<sup>th</sup> day of the preceding month.
- 1.2. Must ensure compliance with the Manpower Deployment Schedule.
- 1.3. Must submit to the Park Operations Division the monthly accomplishment report.
- 1.4. Must schedule work assignments, set priorities, and direct the work of subordinate employees in coordination with the Chief, Park Operations Division or her authorized representative.
- 1.5. Evaluate and verify completed work assignments and employee performance through the review of the daily janitorial checklist.
- 1.6. Ensures that proper labor standards and conditions of employment are maintained.
- 1.7. Must ensure implementation, enforcement, and compliance with NPDC rules and regulations relative to the maintenance of cleanliness, sanitation, and ground maintenance of the parks, facilities, and NPDC premises.

- 1.8. Maintain records, prepare reports, and compose correspondence relative to the work.
- 1.9. Must make rounds to check personnel coverage in designated work areas.
- 1.10. Must conduct inspections and investigations of complaints.
- 1.11. Must conduct a daily inspection of the parks and premises to ensure clean and safe conditions.
- 1.12. Must ensure delivery of the supplies needed by its personnel.
- 1.13. Must determine, on a monthly basis, the materials, supplies, and equipment needed.
- 1.14. Perform other services necessary or desirable for the maintenance and enjoyment of the office premises and minister to the personal comfort, convenience, or safety of NPDC officers, employees, and visitors.

## **2. BUILDING AND FACILITIES HOUSEKEEPING**

### **2.1. DAILY JANITORIAL ACTIVITIES**

- 2.1.1. Sweeping, damp mopping, scrubbing, and spray buffing of all floors are necessary to maintain luster and shine at all times.
- 2.1.2. Cleaning of glass panels and their appurtenant steel or aluminum frames through scrubbing and wiping by application of cleaning solutions to remove dust, soot, and grime
- 2.1.3. Cleaning, dusting, and damp wiping of office furniture, fixtures, and equipment, and application of appropriate furniture polish to maintain luster and shine at all times
- 2.1.4. Keeping exits and entrances clean and free of obstruction at all times.
- 2.1.5. Cleaning, sanitizing, and disinfecting comfort room urinals, lavatories, toilet bowls, and washroom basins

- 2.1.6. Checking and reloading, if required, toilet paper, liquid hand soap, deodorant cake, and other toilet supplies
- 2.1.7. Cleaning of wastebaskets and vertical and horizontal blinds
- 2.1.8. Sweeping, vacuum cleaning, and stain spotting of offices/rooms.
- 2.1.9. Sweeping of driveways and surroundings
- 2.1.10. Informing the Park Operations Division of any defects/damaged facilities within the contract area, such as electrical, CPM, fountains and falls, busted bulbs, leaking faucets or water lines, cracked wall plaster, unsafe conditions, and/or any unusual activities within the parks and NPDC premises and their surroundings.
- 2.1.11. Cleaning of kitchen, pantry, and cabinets Washing of dishes, glasses, and utensils.
- 2.1.12. Occasional/ or as the need arises - washing of tablecloths, seat covers, and other office fabric-related materials
- 2.1.13. MRF Operation, collection, and disposal of trash/garbage and other trash materials to the garbage dump is compliant with RA No. 9003 (Ecological Solid Waste Management Act) and City Ordinances rules and regulations.
- 2.1.14. Perform other services necessary or desirable for the maintenance and enjoyment of the office premises and ensure convenience or safety of the NPDC officers, employees, and visitors.

## 2.2. **WEEKLY JANITORIAL ACTIVITIES**

- 2.2.1. General cleaning, washing, scrubbing, and polishing of floors, hallways, comfort rooms and washrooms, glass panels, and baseboards.
- 2.2.2. General cleaning of wall partitions and other vertical surfaces.

- 2.2.3. General cleaning of offices includes dusting, spot scrubbing, damp wiping of office furniture, fixtures, and equipment, and application of furniture polish.
- 2.2.4. Sweeping and washing of driveways, path walks, and surroundings

### **2.3. MONTHLY JANITORIAL ACTIVITIES**

- 2.3.1. General cleaning of NPDC offices and premises.
- 2.3.2. Cleaning and application of the polishing solution to the vertical/ horizontal wall, divider, and ledges of the division.
- 2.3.3. General cleaning of offices includes dusting, damp wiping of office furniture, fixtures, and equipment, and application of furniture polish.
- 2.3.4. General cleaning of surfaces, receptacles, corners, air conditioning vents, and areas that are not ordinarily cleaned during the daily and weekly services.
- 2.3.5. Cleaning and dusting of file rooms.
- 2.3.6. Cleaning and de-clogging of decks, gutters, downspouts, and storm drains
- 2.3.7. General cleaning of light diffusers and other receptacles.

## **GROUND MAINTENANCE**

Grounds maintenance services shall be performed in various areas of the park specifically the Open-Air Auditorium, Chinese Garden, Aguinaldo, Mabini Hall, Chess Plaza, Art Gallery, Planetarium, Kweba, PNB Executive office, Senior Citizen Garden, North and South portion of Western Section of Rizal Park, and the whole Paco Park. The service provider shall deliver the following maintenance results and shall be delivered at all times during the contract period:

### **2.4. GARBAGE & LITTER MANAGEMENT**

- 2.4.1. Paved areas, roadways, walkways, driveways, lawns, and other landscape areas including benches, seat walls, and plant

boxes are cleared of fallen leaves, twigs, branches, inorganic litter, residual waste, garbage, silt, rocks, and other debris on a daily basis.

- 2.4.2. The service provider will be responsible for the cleanliness of paved areas within the contract site, specifically the Rizal Monument area and Kilometer Zero area. Coordinate with NPDC, for the maintenance activities inside the Rizal Monument area in order for NPDC to advise the marine corps.
- 2.4.3. Responsible for the cleanliness/readiness of Rizal Monument Area before and after the events/activities to be held at the area such as wreath-laying, Independence Day Celebration, Rizal Day, Stop and Salute ceremony, etc.
- 2.4.4. Collected inorganic litter, residual waste, and garbage are placed in designated points where they will be picked up by the Manila City Department of Public Services.
- 2.4.5. Collected fallen leaves, twigs, and branches placed in waste bins, plastic bags, or sacks are hauled from point of collection to the designated processing area at the park.
- 2.4.6. Collected silt or rocks are placed in areas designated by NPDC.

## **2.5. IRRIGATION/PLANTS WATERING**

- 2.5.1. Softscapes are watered according to plants' watering requirements.
- 2.5.2. Water discharged for irrigation is kept within the softscape area only, not reaching any paths or windows nor left unattended.
- 2.5.3. Plants are free from damage.
- 2.5.4. Groundcovers and shrubs are trimmed to and maintained in the height and form specified by NPDC.
- 2.5.5. Landscape areas are free of weeds, litter, stones, or debris.

## **2.6. PALM AND TREE CARE**

- 2.6.1. Palms are free of brown, dried, and drooping fronds.
- 2.6.2. Trees, palms, and shrubs are pruned/trimmed within the contract area using appropriate equipment and tools.
- 2.6.3. Safety, security, tree health, and aesthetics are taken into consideration during tree care operations.
- 2.6.4. The pruning schedule is coordinated to the Park Operations Division at least one (1) week prior to the performance of pruning.

## **2.7. PEST AND NUTRIENT MANAGEMENT**

- 2.7.1. Plants and landscape areas are kept free from pest-related damage.
- 2.7.2. Practice proper plant nutrient management and fertilize plants as needed to keep them looking healthy and robust.

## **2.8. OTHER RELATED DELIVERABLES**

- 2.8.1. Assist in the preparation of flag-raising ceremony which is regularly held during the celebration of Independence Day, Rizal Day, and Stop and Salute Ceremony every first Monday of the month.
- 2.8.2. Monitoring of Philippine flags around the park. Ensure that all flags are in good condition, change/replace any damaged or worn-out flags such as the everyday flag and storm flags.
- 2.8.3. Safety warning signs, barriers, and other safety equipment which may be required to ensure the safety of the public are provided and installed.
- 2.8.4. Provide manpower assistance during ingress/egress of events within the Park and other logistical assistance in the Park.
- 2.8.5. Keep watch and take actions to prevent or mitigate damage to the buildings and facilities during emergency situations such

as typhoons, floods, earthquakes, power failures, and fire incidents,

- 2.8.6. Ensure disaster preparedness of personnel by providing Personal Protective Equipment (PPE) such as but not limited to hardhats, safety shoes, rubber boots, raincoats, gloves and go bags.

## **IX. OTHER CONDITION OF THE CONTRACT**

### **1. START OF CONTRACT**

- 1.1. The service provider shall submit to the Park Operations Division the qualifications of the endorsed personnel for approval, with the following documents:

- 1.1.1. Certificate of Good Moral Character issued by the previous employer or Punong Barangay for new employment;

- 1.1.2. Copy of Valid Police and NBI Clearance

- 1.2. The service provider shall undertake responsibility with respect to life and accident insurance coverage of personnel deployed to Rizal Park, Paco Park, any NPDC Offices, and premises.

- 1.3. The service provider shall provide the necessary basic Personal Protective Equipment (PPE) including COVID-19 Safety Protection such as safety shoes, rubber boots, raincoats, safety gloves, face masks, face shields, etc.

- 1.4. Adherence to Labor Laws and Rules, such as:

- 1.4.1 A sworn undertaking that payment of wages and other benefits shall

- be in accordance with the Standard of Computation of the DOLE and shall ensure timely payment of said wages and benefits.

- 1.4.2. A sworn undertaking that the Service Provider shall be held liable for damages or loss incurred by any Janitorial Personnel during their work;



- 1.4.3 A sworn undertaking that the Service Provider shall directly remit monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF.
- 1.4.4. A sworn undertaking that the Service Provider has pending or no pending labor standard violation case/s issued by the NLRC and DOLE.
- 1.4.5 A sworn undertaking that the expenses for any training required by NPDC in addition to those required by DOLE shall be shouldered by the Service Provider.
- 1.4.6 A sworn undertaking that the Service Provider shall follow all the rules and regulations required by DOLE.

## **2. DURING THE CONTRACT**

- 2.1. All janitorial personnel hired under this contract shall strictly follow the NPDC Agency Rules and Regulations and submit required reports immediately to the Park Operations Division.
- 2.2. The NPDC reserves the right to impose a ban on the service provider and its personnel in the event of non-compliance with these rules and regulations.
- 2.3. The Service Provider shall provide reliever/s in case of absence of the Janitor assigned to the specific work area with prior notice to the Chief, Park Operations Division
- 2.4. The Service Provider is obligated to consistently achieve a performance rating of at least very satisfactory (92.50 or higher) throughout the duration of the contract. Monthly evaluations will be conducted to assess compliance with the performance requirements established by NPDC, utilizing a designated evaluation tool.

- 2.5. The performance requirements shall include but may not be limited to the following criteria:
- 2.5.1. Quality of service delivered which includes courtesy and decorum;
  - 2.5.2. Availability of adequate Janitorial supplies, materials, and equipment;
  - 2.5.3. Work attendance and punctuality, vis-a-vis absence, tardiness, and under time;
  - 2.5.4. Prompt management and sustainability of personnel vis-a-vis availability of reliever, observance of 8-hour duty;
  - 2.5.5. Compliance to contract technical requirements;
  - 2.5.6. Accurate and timely submission of regular and ad hoc reports required by NPDC;
  - 2.5.7. Compliance with mandatory requirements by relevant government agencies (SSS, PHIC, BIR, and HDMF).

## **X. PERFORMANCE**

1. NPDC expects very satisfactory performance from the Janitorial Service Provider. As such, performance expectations and measures shall be communicated by NPDC to the winning Janitorial Service Provider and agreed upon prior to contract preparation and signing.
2. End-user shall conduct a monthly performance assessment in accordance with the Service Level Agreement that will be agreed upon with NPDC at the start of the contract. The results of this monthly performance assessment will be required as an attachment for the billing.
3. The Janitorial Service Provider is required to obtain a monthly rating of at least VERY SATISFACTORY (92.50 and above), based on the service level agreement. The monthly performance assessment shall be based on the compliance with the performance requirements set by

NPDC using a prescribed monitoring tool (attached as an Annex) which shall include but may not be limited to the following criteria:

3.1 Compliance with contract technical requirement

- 3.1.1. Observance to labor laws and regulations
- 3.1.2. Completeness and provision of tools, equipment, vehicles, PPEs and other materials.

3.2 Quality of Work

- 3.2.1. Scope of Services
- 3.2.2. Response Time
- 3.2.3 Technical Reports

3.3. Customer Service which includes courtesy, decorum, attitude and professionalism.

- 4. If the Janitorial Service Provider fails to obtain a rating of at least VERY SATISFACTORY (92.50 and above) this shall be considered as breach of obligation under contract and grounds for the imposition of liquidated damages in accordance with RA 9184 and its IRR.
- 5. NPDC has the right to terminate the service contract with the winning Janitorial Service Provider before the contract end date if the performance level of the Service Provider is not VERY SATISFACTORY (92.49 and below) based on the evaluation criteria or failure to perform its obligations thereon following the required procedures prescribed under the Implementing Rules and Regulations of RA 9184.
- 6. NPDC reserves the right to demand the replacement of any deployed personnel of the Service Provider who shall be found lacking in discipline, inefficient, negligent, and other justifiable causes.

**XI. BILLINGS AND PAYMENT**

- 1. The Service Provider shall be paid on a monthly basis. However, EVERY LAST MONTH OF THE QUARTER (e.g., March, June, September, and December), the SERVICE PROVIDER shall be paid twice a month, in two installments, (e.g., 1st-15th day that shall be submitted every 20th day of the month and 16th-

30th that must be submitted on the 5th day of the succeeding month) based on the Statement of Account Submitted by the Service Provider. The Committee requires the Janitorial Service Provider to submit its billing statement on or before the 10<sup>th</sup> day of each succeeding month. Failure to comply shall be subjected to liquidated damages amounting to 1/10 of 1% for every day of delay. Also, any non-conformity on the contractual deliverables shall be subjected to liquidated damages and/or termination of the contract. Further, failure to submit the billing statement on time will result in delayed payment. The Janitorial Service Provider shall wait for the next Notice of Cash Allocation (NCA) cycle for that particular billing period as NCA is given every quarter. As such, NPDC has an option to pay the service provider next NCA Cycle/Quarter or subject to availability of funds.

2. Attachment to the billings must be submitted in two (2) sets, original and its duplicate containing;
  - a. Copy of Notice of Award (Initial Payment);
  - b. Copy of Notice to Proceed (Initial Payment);
  - c. Duly Signed Contract (Initial Payment);
  - d. Service Provider's bill;
  - e. Accomplishment Report;
  - f. Daily Time Record;
  - g. Summary Sheet;
  - h. Certification of payment to employees of the service providers;
  - i. Copy of duly accomplished remittance to government agencies and/or GOCCs together with the corresponding check voucher;
  - j. Result of survey ratings
  - k. Other documents are deemed necessary depending on the nature of the transaction.
3. Claim for unbilled charges and all other similar expenses
  - a. The Service Provider shall provide, in writing and including its supporting documents, if any, all unbilled charges, claims, and all other similar items within one (1) month after the expiration of the applicable contract; and

- b. Failure of the Service Provider to manifest in writing the aforementioned claims in the immediately preceding paragraph will result in the waiver thereof, without prejudice to all other remedies provided for by law.

## **X II. PENALTIES**

### **1. VIOLATIONS/OFFENSES**

In cases of violations/offenses of the Janitorial Service Provider, including all its deployed personnel, on park rules and regulation.

- a. First Offense: Written notice to the Janitorial Service Provider requiring a documented explanation and action plan to prevent occurrence of the same violation.
- b. Second Offense: For a subsequent violation/offense after the first, payable damages shall be imposed by the NPDC to the Security Service Provider for the second offense equivalent to 0.5% of the monthly contract price for the month where the violation/offense was committed.
- c. Third Offense: Termination of Contract and Automatic Disqualification from bidding for any procurement contract with any procuring entity for a period of one (1) year upon receipt of Blacklisting Order.

### **3.TERMINATION OF CONTRACT**

- a. At any time during the effectivity of the contract, the same may be terminated or rescinded by NPDC, for any just and authorized causes and without need for any judicial action, by giving at least fifteen (15) days written notice which shall be final and

binding upon the Janitorial Service Provider

- b. Material breach of contract by the Janitorial Service Provider shall be ground for termination of the contract, such as when either of the following exists:
  - i. The Janitorial Service Provider has incurred cumulative amount of liquidated damages equivalent to ten percent (10%) of the total contract amount within the one (1) year effective period of contract.
  - ii. The Janitorial Service Provider has incurred two (2) consecutive performance assessment ratings of below SATISFACTORY (84.99 and below) within the effective period of the contract.
- c. Violation of the Janitorial Service Provider of any material terms and conditions of the Contract.
- d. Labor disputes/strike of the Janitorial Service Provider's personnel which is not settled immediately thereby causing prejudice to the delivery of services under the contract.
- e. Assignment or any form of conveyance by the Janitorial Service Provider of its rights and interests under the contract, including the sales and disposition of any or all of its business to any third party, without the prior written consent of NPDC.

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Recommending approval:

**ROSALINA P. TENEPERE**

Chief, Park Operations Division

APPROVED / DISAPPROVED:

**CECILLE A. LORENZANA-ROMERO**

Executive Director III

## ANNEX

JANITORIAL SERVICE PROVIDER		
SUMMARY OF SERVICE LEVEL AGREEMENT (SLA) MONITORING TOOL RESULTS		
Service Provider: _____		
Evaluation Period: _____		
Location: _____		
PARTICULARS	WEIGHT	RATING
<b>I. QUALITY OF SERVICE AND COMPLIANCE TO CONTRACT</b>		
A. Building and Facilities Housekeeping	25%	
B. Ground Maintenance	20%	
<b>II. AVAILABILITY OF JANITORIAL SUPPLIES, MATERIALS, AND EQUIPMENT</b>	10%	
<b>III. WORK ATTENDANCE AND PUNCTUALITY</b>	5%	
<b>IV. ACCURATE AND TIMELY SUBMISSION OF REGULAR REPORTS</b>	15%	
<b>V. COMPLIANCE WITH MANDATORY REQUIREMENTS BY RELEVANT GOVERNMENT AGENCIES</b>	10%	
<b>VI. CUSTOMER SURVEY RATING</b>	15%	
<b>FINAL RATING</b>		
<b>RATING GUIDE:</b>		
Excellent: 100		
Very Satisfactory: 92.50 - 99.99		
Satisfactory: 85.00 - 92.49		
Needs Improvement: 67.50 - 84.99		
Poor: 50.00 - 67.49		