



**PAMBANSANG MUSEO NG PILIPINAS**  
**NATIONAL MUSEUM OF THE PHILIPPINES**

**BIDS AND AWARDS COMMITTEE**

**BIDDING DOCUMENTS**

for the

**Procurement of  
Janitorial Services  
FY 2022**

*(Philgephs Reference No. 8314675)*

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



## INVITATION TO BID FOR PROCUREMENT OF JANITORIAL SERVICES FY 2022

1. The **NATIONAL MUSEUM OF THE PHILIPPINES**, through the *National Expenditure Program* intends to apply the sum and project indicated below, being the ABC to payment under the contract for each lot.

Lot No.	Procurement Project	Approved Budget for the Contract
1	Procurement of Janitorial Services for the National Museum of the Philippines (NMP) Complex Fiscal Year 2022	Php 32,256,708.00
2	Procurement of Janitorial Services for NMP Regional Area Site Museums and Satellite Offices (RASMSO) and Kalinga Site Project for the Fiscal Year 2022	Php 10,985,062.32

Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The **NATIONAL MUSEUM OF THE PHILIPPINES** now invites bids for the above Procurement Project. Delivery of the Goods and Services is required **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 the **NATIONAL MUSEUM OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE** and

inspect the Bidding Documents at the address given below from **Monday – Friday at 9:30 A.M.- 2:30 P.M.**

5. A complete set of Bidding Documents may be acquired by interested Bidders on **22 December 2021** from the given address below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Five Thousand Pesos (PhP 25,000.00)** for each lot.* The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, or through electronic means.*
6. The **NATIONAL MUSEUM OF THE PHILIPPINES** will hold a Pre-Bid Conference on **19 January 2022, 10:30 A.M.** at **Old Civil Service Building, National Museum of the Philippines, Padre Burgos Street, Manila** which shall be open to all prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below. **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 **9 February 2022, 10:30 A.M.** at **Old Civil Service Building, National Museum of the Philippines, Padre Burgos Street, Manila.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **NATIONAL MUSEUM OF THE PHILIPPINES** 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:

*Mr. Edwin J. dela Rosa  
Head-BAC Secretariat  
2<sup>nd</sup> Floor, BAC Room, North Annex of the  
National Museum of Fine Arts Building (Motorpool)  
Padre Burgos Street, Manila 1000  
Website: [www.nationalmuseum.gov.ph](http://www.nationalmuseum.gov.ph)  
Tel. No. 8298-1100 Local 1014  
Email: [nationalmuseumbac@yahoo.com](mailto:nationalmuseumbac@yahoo.com)*

(SGD)  
**ATTY. MA. ROSENNE M. FLORES-AVILA**  
Chairperson  
Bids and Awards Committee

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

## 1. Scope of Bid

The Procuring Entity, *National Museum of the Philippines* wishes to receive Bids for the **Procurement of Janitorial Services FY 2022**, with identification number **NMPBAC-ITB-2021-12-01**.

The Procurement Project (referred to herein as “Project”) is composed of two (2) lots, 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 **FY 2022** in the amount given below

Lot No.	Procurement Project	Approved Budget for the Contract
1	<b>Procurement of Janitorial Services for the National Museum of the Philippines (NMP) Complex Fiscal Year 2022</b>	<b>Php 32,256,708.00</b>
2	<b>Procurement of Janitorial Services for NMP Regional Area Site Museums and Satellite Offices (RASMSO) and Kalinga Site Project for the Fiscal Year 2022</b>	<b>Php 10,985,062.32</b>

2.2. The source of funding is: *NGA, the National Expenditure Program*

## 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 “P” 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:

*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: *Subcontracting is not allowed.*

## **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 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 *five (5) years* 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.

## **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 e.

### **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: ***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 until ***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.

### **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 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.
- 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 case, the Bid security as required by ITB Clause 15 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: ***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**

- 20.2. 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

## **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> <p>a. providing janitorial services to a museum and galleries or similar institution that exhibits or displays collections to what the Museum have in its display, and with experience in landscaping and grounds maintenance.</p> <p>b. Completed within five (5) <i>years</i> prior to the deadline for the submission and receipt of bids.</p>									
7.1	<b><i>Subcontracting is not allowed.</i></b>									
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> <p>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>									
19.3	<p>The description of the lot(s) or items indicated below.</p> <table><tr><th>Lot No.</th><th>Procurement Project</th><th>Approved Budget for the Contract</th></tr><tr><td>1</td><td><b>Procurement of Janitorial Services for the National Museum of the Philippines (NMP) Complex Fiscal Year 2022</b></td><td><b>Php 32,256,708.00</b></td></tr><tr><td>2</td><td><b>Procurement of Janitorial Services for NMP Regional Area Site Museums and Satellite Offices (RASMSO) and Kalinga Site Project for the Fiscal Year 2022</b></td><td><b>Php 10,985,062.32</b></td></tr></table>	Lot No.	Procurement Project	Approved Budget for the Contract	1	<b>Procurement of Janitorial Services for the National Museum of the Philippines (NMP) Complex Fiscal Year 2022</b>	<b>Php 32,256,708.00</b>	2	<b>Procurement of Janitorial Services for NMP Regional Area Site Museums and Satellite Offices (RASMSO) and Kalinga Site Project for the Fiscal Year 2022</b>	<b>Php 10,985,062.32</b>
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2	<b>Procurement of Janitorial Services for NMP Regional Area Site Museums and Satellite Offices (RASMSO) and Kalinga Site Project for the Fiscal Year 2022</b>	<b>Php 10,985,062.32</b>								

## ***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 prior to 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 IV (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**

- 6.1. 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.
- 6.2. 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><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 to the place of destination indicated below. 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> <table border="1" data-bbox="368 891 1385 1238"> <tr> <td data-bbox="368 891 456 969">Lot No.</td><td data-bbox="456 891 1385 969">Procurement Project</td></tr> <tr> <td data-bbox="368 969 456 1048">1</td><td data-bbox="456 969 1385 1048"><b>National Museum of the Philippines (NMP) Complex, Manila</b></td></tr> <tr> <td data-bbox="368 1048 456 1238">2</td><td data-bbox="456 1048 1385 1238"> <b>NMP Regional Area Site Museums and Satellite Offices (RASMSO) and Kalinga Site Project</b>  <i>**Note:</i>  <i>Kindly refer to the “Annex C” Terms of Reference of the project for the regional Area site Museums and Satellite Offices</i> </td></tr> </table> <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>LAURO B. INOVERO</b>, Chief Administrative Officer, General Administrative Services Division</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> <ol 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. 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</li> <li>c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ol>	Lot No.	Procurement Project	1	<b>National Museum of the Philippines (NMP) Complex, Manila</b>	2	<b>NMP Regional Area Site Museums and Satellite Offices (RASMSO) and Kalinga Site Project</b> <i>**Note:</i> <i>Kindly refer to the “Annex C” Terms of Reference of the project for the regional Area site Museums and Satellite Offices</i>
Lot No.	Procurement Project						
1	<b>National Museum of the Philippines (NMP) Complex, Manila</b>						
2	<b>NMP Regional Area Site Museums and Satellite Offices (RASMSO) and Kalinga Site Project</b> <i>**Note:</i> <i>Kindly refer to the “Annex C” Terms of Reference of the project for the regional Area site Museums and Satellite Offices</i>						

	<ul style="list-style-type: none"> <li>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;</li> <li>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.</li> <li>f. For additional incidental service requirements indicated in the Annex "C" Terms of Reference.</li> </ul> <p>The Contract price for the Goods shall include the price 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>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</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross Weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>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>
2.2	<p>The terms of payment.</p> <p><b>**Note:</b>  <i>Kindly refer to the Terms of Reference (“Annex C”) of the project for the Terms of Payment</i></p>
4	<p>The inspections,</p> <p><b>**Note:</b>  <i>Kindly refer to the Terms of Reference (“Annex C”) of the project for the Inspections of Goods</i></p>

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

## ***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.

Lot No.	Procurement Project	Delivered, Weeks/Months
1	<b>Procurement of Janitorial Services for the National Museum of the Philippines (NMP) Complex Fiscal Year 2022</b>	Twelve (12) Months
2	<b>Procurement of Janitorial Services for NMP Regional Area Site Museums and Satellite Offices (RASMSO) and Kalinga Site Project for the Fiscal Year 2022</b>	Twelve (12) Months

\*Note: For full details of the above mentioned project, kindly refer to the Terms of Reference (Annex C of the Bidding Documents)

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



# Technical Specifications (Lot 1)

Specification	Statement of Compliance
<p><b>PROCUREMENT OF JANITORIAL SERVICES FOR THE NATIONAL MUSEUM OF THE PHILIPPINES (NMP) COMPLEX FOR FY 2022</b></p> <p><b>SCOPE OF WORK</b></p> <p>The <b>AGENCY</b> shall provide janitorial, sanitation and related services within the premises of the <b>NMP Complex</b>. The premises shall include the common areas of the buildings such as but not limited to conference rooms, galleries, offices, comfort rooms, hallways, common areas, corridors, lighting fixtures as well as the premises outside the building such as pavements and landscaping.</p> <p>Janitorial, sanitation and related services shall consist of the following schedules:</p> <p><b>1. DAILY SCHEDULE OF ROUTINE OPERATIONS</b></p> <ol style="list-style-type: none"> <li>Sweeping, mopping, spot-scrubbing and polishing of all floors, stairs, provided that areas with heavy foot-traffic such as the main lobby entrance and waiting areas, shall be serviced continuously;</li> <li>Cleaning and sanitizing of toilets and washrooms, which shall include usage of special and environment-friendly disinfecting agents for the wah basins, urinals and toilet bowls;</li> <li>Dusting and cleaning of toilets and hallways with deodorants.</li> <li>Dusting and cleaning of glass tops, inside and outside windows, window ledges, air vents and partitions, furniture and fixtures;</li> <li>Cleaning and polishing of hand rails, brass signs and trims;</li> <li>Reporting of malfunctioning plumbing and lighting fixtures, damaged furniture, parts of building, etc;</li> <li>Cleaning of trash receptacles;</li> <li>Sweeping of cobwebs and removing of finger-marks on the walls and ceiling where necessary;</li> <li>Vacuum cleaning of rugs and carpets;</li> <li>Disposal of trash, rubbish and garbage from the building to receptacles provided for the purpose;</li> <li>Sweeping of driveways, parking areas and walkways;</li> </ol>	

- l. Watering of plants, cleaning and sweeping of all leaves along the roads and sidewalks;
- m. Trimming of plants and spraying of insecticides/pesticide;
- n. Maintenance of grounds and all areas within NMP premises; and,
- o. Other related services.

## **2. WEEKLY SCHEDULE / OPERATIONS**

- a. Washing, scrubbing, waxing and polishing of all doors, floors and stairways;
- b. Washing of inside and outside glass windows and doors, excluding however, areas requiring professional glass cleaners;
- c. Dusting of light fixtures suspended from ceiling;
- d. Cleaning, waxing and polishing of office furniture and fixtures, etc., excluding however, equipment requiring special maintenance;
- e. Scrubbing and sanitizing of toilets and wash rooms;
- f. Washing and scrubbing of driveways, parking areas and walkways;
- g. Moving/cutting of lawns/grass and disposal of leaves; and,
- h. Cultivation, replanting and application of fertilizers, when necessary.

## **3. MONTHLY SCHEDULE / OPERATIONS**

- a. Thorough and general cleaning of all areas covered;
- b. Inspection and cleaning of gutters including reporting of any damage thereto;
- c. Cleaning of ceiling including light diffusers, lamps, air-conditioning outlets, venetian blinds, screen, and the likes; and,
- d. Waxing and polishing wood furniture, rails, trim, walls, etc

## **4. MISCELLANEOUS SERVICES**

- a. Shampooing of furniture in fabric quarterly or as may be required by NMP;
- b. Assistance in the undertaking of necessary hauling and repairs;
- c. Report of needed repairs such as leaking of pipes and faucets;
- d. Cleaning and de-clogging of gutters and downspouts;
- e. High-pressure washing of the outside portion of the building; and,

<p>f. Performing miscellaneous errands related to janitorial services as may be required by heads of offices.</p>	
<p><b>PROVISIONS FOR SUPPLIES, MATERIALS AND EQUIPMENT</b></p> <p>Provisions for supplies, materials and equipment, including schedule of delivery of the same necessary to undertake janitorial, sanitation and related services are specified in <b>Annex A</b>.</p> <p>The <b>AGENCY</b> shall present all the janitorial equipment listed during the post qualification. The <b>AGENCY</b> shall ensure that this equipment is all in good operating condition, subject to periodic inspection by the Museum.</p> <p>Apart from the supplies and materials listed under Annex “A”, the Agency shall facilitate the Museum's current waste recycling program that requires to separate recyclable from non-recyclable waste. Agency shall empty recyclable and non-recyclable waste into designated containers. The designated temporary storage area for trash shall be maintained and keep clean and sanitary by the Agency’s personnel.</p> <p>The <b>AGENCY</b> shall also provide a Digital or Electronic Time and Attendance Recording System for its personnel. This should be accessible to the NM personnel for verification of attendance.</p> <p><b>MUSEUM</b> may require the <b>AGENCY</b> to amend the requirements to such equipment germane to or necessary for the effective performance of its obligations upon notice to, consultation and approval with the <b>AGENCY</b> officials.</p>	
<p><b>WORKING HOURS</b></p> <p>The <b>AGENCY</b> shall render services for eight (8) hours a day, six (6) days a week. The <b>MUSEUM</b> shall however, prescribe the time or schedule of work to be followed by the employees of the <b>AGENCY</b>. No work shall be rendered or performed during and special public or non-working days.</p>	

<p><b>EFFICIENCY / PERFORMANCE STANDARDS</b></p> <p>To ensure that the janitorial services are effectively and efficiently provided for the Museum benefit, strict monitoring and the following security measures shall be implemented:</p> <ol style="list-style-type: none"> <li>1. Daily Activity Report – to be submitted by the Agency janitorial supervisor / inspector to GASD every last day of the week.</li> <li>2. Weekly Inspection Report – to be submitted by the Agency janitorial supervisor / inspector to GASD every last day of the week.</li> <li>3. Comfort Room Checklist – to be accomplished by the Agency janitorial supervisor / inspector on a daily basis.</li> <li>4. Reshuffling of Agency janitorial personnel – whenever needed, Museum reserves the right to conduct monthly reshuffling of personnel.</li> </ol>	
<p><b>COMPENSATION AND MANNER OF PAYMENT</b></p> <ol style="list-style-type: none"> <li>1. The <b>MUSEUM</b> shall pay the <b>AGENCY</b> based on the latter's actual services rendered, taking into considerations the actual number of Janitorial Staff, their actual tour of duty and respective compensations per month. It is understood that the Agency's billings include all the statutory compensation and benefits due to its Janitorial Staff.</li> <li>2. Claims for payment submitted by the <b>AGENCY</b> shall be supported by a properly accomplished payroll showing the gross amount earned, deductions and the net amounts payable to the Janitorial Staff and properly signed daily time records. The number of Janitorial Staff considered for billing purposes shall not exceed those listed in the duly approved deployment roster covering the billing period.</li> <li>3. The <b>AGENCY</b> hereby binds itself to pay its employees assigned in accordance with the provisions of the pertinent laws and/or other legal issuances governing janitorial services.</li> <li>4. The <b>AGENCY</b> shall solely be responsible for the payment of all indemnities to its janitors, which may arise under existing laws and shall comply with the provisions of all other Philippine laws relative to its employees. For information purposes, the Agency shall, every end of the month, submit to Museum reports and/or</li> </ol>	

<p>information concerning illness and/or accidents occurring or befalling its employees assigned to the Museum. If the Museum becomes liable to any employee of the Agency under the provisions of any law resulting from the Agency's failure to comply with said law, the Agency shall reimburse the Museum for all payments made to said employee, including the cost of suit as the case maybe.</p> <p>Deductions made from the salaries of janitors plus the corresponding employer's (<b>AGENCY</b>) share of SSS, Philhealth ad PAG-IBIG shall be remitted to the respective offices on a monthly basis. Proofs of said remittances shall be a requirement for payment of <b>AGENCY'S</b> claim which shall be on a quarterly basis. Remittances for the 1<sup>st</sup> quarter shall be attached to claims for the period April 1-15, Remittances for the 2<sup>nd</sup> quarter shall be attached to claims for the period July 1-15, Remittances for the 3<sup>rd</sup> quarter shall be attached to claims from the period Oct 1-15. However, remittances for the 4<sup>th</sup> quarter (Oct-Dec) shall be attached to claims for the period Dec 16-31.</p> <p>The <b>MUSEUM</b> reserves the right to verify the actual wages being paid to the janitors. All payments under this contract shall be subject to the usual accounting and auditing rules of the government.</p>	
<p><b>PERSONNEL REQUIREMENTS</b></p> <ol style="list-style-type: none"> <li>1. The <b>AGENCY</b> shall provide the Museum with One Hundred Ten (110) Janitorial personnel including one (1) Janitorial Supervisor or Officer-In-Charge who shall act as well as Janitorial Inspector per NMP building or per area of assignment.</li> <li>2. In case the <b>MUSEUM</b> decides to request for additional number of personnel from the <b>AGENCY</b>, the monthly consideration specified in <b>Section IX</b> hereof shall be observed.</li> <li>3. The <b>AGENCY'S</b> employees shall at all times be in proper and clean uniform provided by the <b>AGENCY</b>. For this purpose of easy identification, all janitors shall wear an ID tag</li> </ol>	

<p>and only one type of uniform and color scheme shall be adopted.</p> <ol style="list-style-type: none"> <li>4. The <b>AGENCY</b> agrees to submit itself, its representatives and all its workers under it to security and safety rules and other pertinent regulations of the <b>MUSEUM</b>,</li> <li>5. The <b>AGENCY</b> shall, upon representation by the <b>MUSEUM</b>, replace any janitor: <ol style="list-style-type: none"> <li>a. Whose work performance, behaviour and attitude fails below standards of the <b>MUSEUM</b>; or</li> <li>b. Whose conduct is unsatisfactory or prejudicial to the best interest of the <b>MUSEUM</b>.</li> </ol> </li> <li>6. The <b>AGENCY</b> shall provide the <b>MUSEUM</b> a copy of the biodata of all janitors deployed to the <b>MUSEUM</b>. Each biodata shall contain a recent photo as well as the specimen signature of the janitor.</li> </ol>	
<p><b>OBLIGATIONS OF THE AGENCY TO ITS EMPLOYEES</b></p> <p>Aside from paying their employees the proper wages and benefits, the <b>AGENCY</b> shall:</p> <ol style="list-style-type: none"> <li>1. Provide each janitor with at least two (2) sets of new uniforms and an ID at the start of the contract period. The <b>AGENCY</b> shall not deduct from the salary or claim from the janitor the cost of uniforms and IDs;</li> <li>2. Notify the janitors at the time of hiring as to the wages and working conditions under which they are employed, which shall include but not limited to the following: <ol style="list-style-type: none"> <li>a. The rate of wages payable;</li> <li>b. The method of calculation of wages;</li> <li>c. The periodicity of wage payment--the hour, day and place of payment;</li> <li>d. Any increase or change with respect to any of the foregoing items during the existence of the contract.</li> </ol> </li> <li>3. Provide each janitor with a copy of the manual operations / company rules and regulations of the <b>AGENCY</b> on the following: <ol style="list-style-type: none"> <li>a. Recruitment of personnel;</li> <li>b. Salaries of personnel;</li> <li>c. Attendance/leave credits;</li> <li>d. Performance standards;</li> </ol> </li> </ol>	

<ul style="list-style-type: none"> <li>e. Sanctions for violation (s) of company rules and regulations;</li> <li>f. Equipment and supplies; and</li> <li>g. Duties / functions / responsibilities of personnel</li> </ul> <p>The <b>AGENCY</b> shall have primary and principal responsibility for the discipline of all its assigned janitors under its employment.</p>	
<p><b>OBLIGATIONS AND RESPONSIBILITIES OF JANITORIAL AGENCY</b></p> <ol style="list-style-type: none"> <li>1. The <b>AGENCY</b> assumes full responsibility for the faithful and complete performance by the Janitorial Staff of all their duties.</li> <li>2. The <b>AGENCY</b> shall ensure and guarantee that its Janitorial Staff shall familiarize themselves with Museum officers and personnel and at all times accord them the highest respect and courtesy.</li> <li>3. The <b>AGENCY</b> hereby guarantees that all janitorial staff shall follow all regulations, policies, and plans of the Museum to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all janitorial staff shall observe the highest courtesy and respect towards all officials and employees of the Museum including authorized visitors in the execution of their duties.</li> <li>4. The <b>AGENCY</b> shall provide the Museum with the number of Janitorial Staff as stated in this document, and any decrease or increase in the number of janitorial staffs shall require the written approval of the Museum.</li> <li>5. The <b>AGENCY</b> shall diligently and faithfully serve the best interests and benefits of Museum in rendering its services and shall not, during the period of the contract or at any time thereafter, use or disclose to any unauthorized person, firm or entity, any classified information concerning the business affairs of the Museum which any member of the janitorial staff of the Agency may have acquired by reasons of such contractual relationship.</li> <li>6. The <b>AGENCY</b> hereby guarantees that the salaries of Janitorial Staff detailed with the Museum shall be paid the regular working hours not later than the 20<sup>th</sup> day of the month</li> </ol>	

and 5<sup>th</sup> day of the succeeding month. Any repetitive or unjustified delays in the payment of the salaries attributable to the Agency, or if the janitorial staff are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for the Museum to terminate the Service Contract.

7. The **AGENCY** shall guarantee that SSS premiums, State Insurance/ECC, PhilHealth, Pag-ibig and others, both employee and employer's shares are all remitted properly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be sufficient ground for the Museum to terminate the contract with the Agency and to withhold any monetary due or about to due to the Agency.
8. **AGENCY's** Janitorial Staff shall be under the supervision and control of the Agency with respect to deployment, work shifts and execution of janitorial services. For this purpose, the Agency shall designate a supervisor for each building of the Museum who will coordinate with the Museum's authorized Janitorial Supervisor or Janitorial Inspector. This, however, does not prevent the Museum from monitoring the attendance of individual janitorial staff. The monitoring may be done manually or any other form or means of recording attendance like biometric time recorder.
9. The **AGENCY** shall provide relievers, who meet the criteria set by the Museum and whose services shall be made available whenever assigned regular janitorial staff are absent or indisposed. The relievers shall also render service whenever additional janitors are required by Museum.
10. The **AGENCY** shall provide its Janitorial Staff with appropriate uniform (head to feet including utility belt and similar items) duly approved by the Museum. Aside from the uniform, the Museum may require the janitors to wear an access pass or individual identification card.
11. The **AGENCY** shall not allow any Janitorial Staff to work for more than twelve (12) hours/shift within the 24-hour period except in cases of emergencies/unforeseen circumstances and calamities.



<p>12. The <b>AGENCY</b> shall provide physically and mentally fit Janitorial Staff of good moral character and reputation, courteous, alert and without criminal or police records and must have passed a drug test administered by a duly licensed testing agency.</p> <p>13. The <b>AGENCY</b> shall provide Janitorial staff of sufficient protective and safety devices such as Personal Protective Equipment or PPE (e.g. gloves, facemask, face shields, boots and other similar items appropriate to safeguard their staff to hazardous conditions that may arise). And these shall bear no cost to the NMP nor to the Janitorial Staff.</p> <p>14. The <b>AGENCY</b> must be compliant to prevailing DOLE Department Order and to other issuances such as but not limited to Wage Order adjustments, safety and health standards.</p>	
<p><b>LIQUIDATED DAMAGES</b></p> <p>When the contractor fails to satisfactorily deliver services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed contract scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. In no case shall the sum of the liquidated damages exceed 10% of the total contract price, in which the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages.</p>	
<p><b>LIABILITIES AND THIRD PARTIES</b></p> <p>1. There exists no employer-employee relationship between the <b>MUSEUM</b> and the <b>AGENCY</b> and/or the latter's personnel.</p> <p>2. The <b>AGENCY</b> further warrants that the <b>MUSEUM</b> shall be free from any suit or liability resulting from claims by third parties of any nature, whether of injuries, damage or death, caused by the employees of the <b>AGENCY</b> in the performance of their duties. Likewise, the <b>AGENCY</b> warrants that the <b>MUSEUM</b> shall be free from any suit or liability of any nature,</p>	

<p>whether of injuries, damage or death that may be suffered by the janitors in the performance of their duties.</p> <ol style="list-style-type: none"> <li>3. The <b>AGENCY</b> shall at all times stand solely liable and/or responsible for said eventualities and shall hold the <b>MUSEUM</b> free from any and all liabilities in respect thereto or arising there from. If despite said stipulation, the <b>MUSEUM</b> is still sued for any claim arising from this contract and is adjudged liable for said claim, then the <b>AGENCY</b> will immediately pay the <b>MUSEUM</b> the amount of judgment debt to enable the latter to satisfy the same to the winning party.</li> <li>4. All legal expenses incurred by the <b>MUSEUM</b> caused by such suit be paid by the <b>AGENCY</b> to the <b>MUSEUM</b> within five (5) days from notice. <b>MUSEUM</b> has the authority/option to obtain such expense from the performance band required from the <b>AGENCY</b> under the contract.</li> </ol>	
<p><b>RIGHTS OF THE MUSEUM TO TERMINATE CONTRACT</b></p> <ol style="list-style-type: none"> <li>1. It is expressly understood herein that the relationship of the <b>AGENCY</b> with the <b>MUSEUM</b> is based purely on the trust and confidence of the latter in the former and that the Museum shall have the right to terminate the Contract in case of loss of said trust and confidence in the <b>AGENCY</b>, upon thirty (30) days prior written notice therefore to Agency.</li> <li>2. <b>MUSEUM</b> shall have the right to terminate the Contract, after 30-day written notice to the <b>AGENCY</b> on the following grounds: <ol style="list-style-type: none"> <li>a. When <b>AGENCY</b>'s Janitorial Staff has wilfully and intentionally or through negligence caused the death of, or has inflicted serious physical injury on any person or any Museum personnel inside Museum premises while on official duty.</li> <li>b. When <b>AGENCY</b>'s Janitorial Staff has wilfully and intentionally or through negligence caused irreparable damage to the prestige or any vital interest of the Museum, great</li> </ol> </li> </ol>	

destruction of Museum properties and equipment, or great economic loss by personal participation or non-performance of his duties and responsibilities.

- c. When **AGENCY** has violated other obligation required under its Contract with the Museum and refused to comply and/or remedy the violation within the reasonable period given by the Museum.
- d. When **AGENCY** fails to pay the salaries of any janitorial staff in accordance with the Contract for two consecutive billing periods without just cause.
- e. When upon result of the audit findings, Museum finds the **AGENCY** resorting to unauthorized illegal, involuntary and unreasonable deductions resulting to short and underpayment of salaries of janitorial staff thereby affecting their state of morale and efficiency.
- f. When Museum finds the **AGENCY** to have failed in their obligation to any of its janitorial staff based on the Agency's Contract with Museum, thus, affecting the state of morale and efficiency of the entire force.
- g. The Museum as its interest may require, shall have the right to cancel or terminate the Award of the Contract when the **AGENCY**, upon written notice, fails to comply with any or all of the following, before the initial posting:
  - Present physical to the Museum all the devices and equipment requirements, including the list of names of Janitorial Staff to be posted; and/or
  - Provide the performance security as required within the reasonable period prescribed by the Museum.
- h. The Museum may, without incurring liability, and as its interest may require, terminate the Contract in whole or in part, at any time, at its convenience by written notice sent to the **AGENCY**. The notice of termination shall specify

<p>that such termination is for Museum's convenience and state the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.</p>	
<p><b>DURATION</b></p> <p>The contract duration shall take effect on 1 January 2022 and shall continue to be in full force and effect until 31 December 2022 but subject to a regular performance rating by the Museum. The Museum has the right to terminate the contract pursuant to <b>Section XII</b> of this Terms of Reference (TOR) or any kind of breach of contract.</p>	
<p><b>JANITORIAL SERVICES REQUIREMENTS</b></p> <p>The winning bidder is expected to maintain a very satisfactory level of performance throughout the term of the contract based on the performance criteria which shall include, among others (i) high standard of professionalism (ii) quality of service delivered; (iii) time management; (iv) management and sustainability of personnel; (v) contract administration and management; and (vi) provision of regular progress reports on the status of NMP's premises in terms of janitorial services in accordance with the housekeeping plan.</p> <p>To achieve these, the prospective bidder shall meet and provide the following janitorial services requirements set by the NMP:</p> <ol style="list-style-type: none"> <li>1. Track Record <ol style="list-style-type: none"> <li>a. The <b>AGENCY</b> should have at least five (5) years continuous experience within the last five years to a museum and galleries or similar institution that exhibits or displays collections to what the Museum have in its display; and,</li> <li>b. With experience in landscaping and grounds maintenance;</li> </ol> </li> <li>2. Organization <ol style="list-style-type: none"> <li>a. The <b>AGENCY</b> should submit its detailed organization chart which should indicate an established Organizational Structure to show its capability to undertake the</li> </ol> </li> </ol>	

Project; clearly identified lines to authority and responsibility and the specific division dedicated to each of the needed service which is manned by full-time employee;

- b. The **AGENCY** shall exercise Fair Labor Practice: hence, the salaries of all his personnel must be in accordance with the rates/policies prescribed by the Department of Labor and Employment (DOLE) and all applicable labor laws. Thus, all personnel must also be provided social security and mandated benefits; and,
- c. To abide with the requirements of the **MUSEUM** in accordance with reasonable standards of performance.

### 3. Personnel

- a. All personnel must be provided with identification cards, uniforms and other paraphernalia and protective gears (if applicable);
- b. In adherence to Inter-Agency Task Force (IATF) issued Resolution 148-B, series of 2021, which mandates mandatory vaccination in areas where there are sufficient vaccine supplies as determined by the National Vaccines Operation Center (NVOC), all janitorial personnel deployed must be fully vaccinated against COVID-19 at the expense of the **AGENCY**; and,
- c. The **AGENCY** shall at all times, during the terms of the Contract, maintain in its employ the following required personnel with the appropriate qualifications to ensure that the services is being carried out properly and efficiently.

### 4. Others

- a. Minimum of three (3) Certification of at least Very Satisfactory rating from previous clients for the last five (5) years;
- b. Clearance or Certification of No Pending Labor Cases issued by the Department of Labor and Employment (DOLE);
- c. Housekeeping plan based on personnel deployment from 7am – 6pm on 8-hour basis;

<ul style="list-style-type: none"> <li>d. Resources <ul style="list-style-type: none"> <li>i. Quantity and kind of equipment and supplies available</li> <li>ii. Total number of janitors and supervisors</li> </ul> </li> <li>e. Provision of additional janitorial supplies, equipment and materials beyond the list of requirements set by the NMP is an advantage;</li> <li>f. Housekeeping plan; and,</li> </ul> <p>Company Manual of Operations to include disciplinary measures</p>	
<p><b>NMP Complex Janitorial Supplies, Materials and Equipment for FY 2022, attached in the Terms of Reference as Annex “B”</b></p>	

\*Note: For full details of the above mentioned project, kindly refer to the Terms of Reference (Annex C of the Bidding Documents)

## Technical Specifications (Lot 2)

Specification	Statement of Compliance
<p><b>PROCUREMENT OF JANITORIAL SERVICES FOR THE NMP REGIONAL AREA, SITE MUSEUMS AND SATELLITE OFFICES (RASMSO) AND THE KALINGA SITE PROJECT FOR THE FY 2022</b></p> <p><b>SCOPE OF WORK</b></p> <ol style="list-style-type: none"> <li>1. The janitorial services to be procured shall provide applicable Housekeeping Plan for the National Museum Regional Branches and Satellite Offices. See Annex "A" for details.</li> <li>2. The Agency shall provide and make available the required number of qualified, hardworking, uniformed, courteous and friendly janitorial staff to keep the Museum premises clean and tidy.</li> <li>3. The Janitorial Staff shall everyday perform the following tasks: <ul style="list-style-type: none"> <li>• Sweeping, mopping, spots scrubbing and polishing of galleries, hallways, lobbies, stairways, elevators and all other areas whenever required by the Museum.</li> <li>• Dusting, sweeping and mopping of floors.</li> <li>• Cleaning and vacuuming of galleries and offices.</li> <li>• Dusting and cleaning of horizontal and vertical surfaces of toilets, offices, galleries, and other areas whenever required by the Museum.</li> <li>• Landscaping of roof decks and maintenance of gardens.</li> <li>• Emptying and cleaning of trash receptacles.</li> <li>• Removing of stains and finger marks on the walls.</li> <li>• Cleaning and dusting of tables, furniture, glasses and all other equipment or areas when required by the Museum.</li> <li>• Maintain cleanliness of all rooms and other common areas.</li> <li>• Promptly report damaged of facilities (especially door handles, floorings, walls, lights, etc.) needing necessary repair works to the Officer-in-Charge of the Branch Museum or Satellite Office or to the Regional Administration and Operations Division.</li> </ul> </li> </ol>	

<ul style="list-style-type: none"> <li>• Perform other duties as may be required/assigned from time to time with respect to janitorial, sanitation and utility works.</li> </ul> <ol style="list-style-type: none"> <li>4. If applicable, there should be Janitorial Staff from 7:00 am to 5:30 pm to ensure that Museum premises are clean and tidy before Museum employees and/or visitors arrive and leave.</li> <li>5. For purposes of the above area to maintain, the prospective bidder must have an experience of providing janitorial services, for at least five (5) years, to a museum or a similar institution that exhibits or displays collections similar to what the Museum have in its display.</li> </ol>	
<p><b>PROVISIONS FOR SUPPLIES AND MATERIALS</b></p> <p>Provisions for supplies and materials including schedule of delivery of the same necessary to undertake janitorial, sanitation and other related services are specified in <b>Annex B</b>.</p> <p><b>MUSEUM</b> may require the <b>AGENCY</b> to amend through offsetting such supplies and materials germane to or necessary for the effective performance of its obligations upon notice to, consultation and approval with the <b>AGENCY</b> officials.</p>	
<p><b>WORKING HOURS</b></p> <p>The <b>AGENCY</b> shall render services for eight (8) hours a day, six (6) days a week. The <b>MUSEUM</b> shall however, prescribe the time or schedule of work to be followed by the employees of the <b>AGENCY</b>. No work shall be rendered or performed during and special public or non-working days.</p>	
<p><b>EFFICIENCY / PERFORMANCE STANDARDS</b></p> <p>To ensure that the janitorial services are effectively and efficiently provided for the Museum benefit, strict monitoring and the following security measures shall be implemented:</p> <ol style="list-style-type: none"> <li>1. Daily Activity Report – to be submitted by the Agency janitorial staff to the designated RASMSO Head/OIC every last day of the week.</li> <li>2. Weekly Inspection Report – to be submitted by the Agency janitorial staff to the designated RASMSO Head/OIC every last day of the week.</li> </ol>	



<ol style="list-style-type: none"> <li>3. Comfort Room Checklist – to be accomplished by the Agency janitorial staff on a daily basis.</li> <li>4. Reshuffling of Agency janitorial personnel – whenever needed, Museum reserves the right to conduct monthly reshuffling of personnel.</li> </ol>	
<p><b>COMPENSATION AND MANNER OF PAYMENT</b></p> <ol style="list-style-type: none"> <li>1. The <b>MUSEUM</b> shall pay the <b>AGENCY</b> based on the latter's actual services rendered, taking into considerations the actual number of Janitorial Staff, their actual tour of duty and respective compensations per month. It is understood that the Agency's billings include all the statutory compensation and benefits due to its Janitorial Staff.</li> <li>2. Claims for payment submitted by the <b>AGENCY</b> shall be supported by a properly accomplished payroll showing the gross amount earned, deductions and the net amounts payable to the Janitorial Staff and properly signed daily time records. The number of Janitorial Staff considered for billing purposes shall not exceed those listed in the duly approved deployment roster covering the billing period.</li> <li>3. The <b>AGENCY</b> hereby binds itself to pay its employees assigned in accordance with the provisions of the pertinent laws and/or other legal issuances governing janitorial services.</li> <li>4. The <b>AGENCY</b> shall solely be responsible for the payment of all indemnities to its janitors, which may arise under existing laws and shall comply with the provisions of all other Philippine laws relative to its employees. For information purposes, the Agency shall, every end of the month, submit to Museum reports and/or information concerning illness and/or accidents occurring or befalling its employees assigned to the Museum. If the Museum becomes liable to any employee of the Agency under the provisions of any law resulting from the Agency's failure to comply with said law, the Agency shall reimburse the Museum for all payments made to said employee, including the cost of suit as the case maybe.</li> </ol> <p>Deductions made from the salaries of janitors plus the corresponding employer's (<b>AGENCY</b>) share of SSS, Philhealth ad PAG-IBIG shall be remitted to the respective offices on a monthly basis. Proofs of said remittances shall be a requirement for</p>	

<p>payment of <b>AGENCY'S</b> claim which shall be on a quarterly basis. Remittances for the 1<sup>st</sup> quarter shall be attached to claims for the period April 1-15, Remittances for the 2<sup>nd</sup> quarter shall be attached to claims for the period July 1-15, Remittances for the 3<sup>rd</sup> quarter shall be attached to claims from the period Oct 1-15. However, remittances for the 4<sup>th</sup> quarter (Oct-Dec) shall be attached to claims for the period Dec 16-31.</p> <p>The <b>MUSEUM</b> reserves the right to verify the actual wages being paid to the janitors. All payments under this contract shall be subject to the usual accounting and auditing rules of the government.</p>	
<p><b>PERSONNEL REQUIREMENTS</b></p> <p>The Agency shall provide the Museum with a total of sixty-two (62) personnel for NMP Regional Area, Site Museum Satellite Office (RASMSO) and Kalinga Site Project. See Annex "A" for the distribution list.</p> <ol style="list-style-type: none"> <li>1. The <b>AGENCY</b> shall provide the Museum with a total of sixty-two (62) personnel for NMP Regional Area, Site Museum Satellite Office (RASMSO) and Kalinga Site Project.</li> <li>2. In case the <b>MUSEUM</b> decides to request for additional number of personnel from the <b>AGENCY</b>, the monthly consideration specified in <b>Section IX</b> hereof shall be observed.</li> <li>3. The <b>AGENCY'S</b> employees shall at all times be in proper and clean uniform provided by the <b>AGENCY</b>. For this purpose of easy identification, all janitors shall wear an ID tag and only one type of uniform and color scheme shall be adopted.</li> <li>4. The <b>AGENCY</b> agrees to submit itself, its representatives and all its workers under it to security and safety rules and other pertinent regulations of the <b>MUSEUM</b>,</li> <li>5. The <b>AGENCY</b> shall, upon representation by the <b>MUSEUM</b>, replace any janitor: <ol style="list-style-type: none"> <li>a. Whose work performance, behaviour and attitude fails below standards of the <b>MUSEUM</b>; or</li> <li>b. Whose conduct is unsatisfactory or prejudicial to the best interest of the <b>MUSEUM</b>.</li> </ol> </li> <li>6. The <b>AGENCY</b> shall provide the <b>MUSEUM</b> a copy of the biodata of all janitors deployed to the</li> </ol>	

<p><b>MUSEUM.</b> Each biodata shall contain a recent photo as well as the specimen signature of the janitor.</p>	
<p><b>OBLIGATIONS OF THE AGENCY TO ITS EMPLOYEES</b></p> <p>Aside from paying their employees the proper wages and benefits, the <b>AGENCY</b> shall:</p> <ol style="list-style-type: none"> <li>1. Provide each janitor with at least two (2) sets of new uniforms and an ID at the start of the contract period. The <b>AGENCY</b> shall not deduct from the salary or claim from the janitor the cost of uniforms and IDs;</li> <li>2. Notify the janitors at the time of hiring as to the wages and working conditions under which they are employed, which shall include but not limited to the following: <ol style="list-style-type: none"> <li>a. The rate of wages payable;</li> <li>b. The method of calculation of wages;</li> <li>c. The periodicity of wage payment--the hour, day and place of payment;</li> <li>d. Any increase or change with respect to any of the foregoing items during the existence of the contract.</li> </ol> </li> <li>3. Provide each janitor with a copy of the manual operations / company rules and regulations of the <b>AGENCY</b> on the following: <ol style="list-style-type: none"> <li>a. Recruitment of personnel;</li> <li>b. Salaries of personnel;</li> <li>c. Attendance/leave credits;</li> <li>d. Performance standards;</li> <li>e. Sanctions for violation (s) of company rules and regulations;</li> <li>f. Equipment and supplies; and</li> <li>g. Duties / functions / responsibilities of personnel</li> </ol> </li> </ol> <p>The <b>AGENCY</b> shall have primary and principal responsibility for the discipline of all its assigned janitors under its employment.</p>	
<p><b>OBLIGATIONS AND RESPONSIBILITES OF JANITORIAL AGENCY</b></p> <ol style="list-style-type: none"> <li>1. The <b>AGENCY</b> assumes full responsibility for the faithful and complete performance by the Janitorial Staff of all their duties.</li> <li>2. The <b>AGENCY</b> shall ensure and guarantee that its Janitorial Staff shall familiarize themselves with Museum officers and personnel and at all times accord them the highest respect and courtesy.</li> </ol>	

3. The **AGENCY** hereby guarantees that all janitorial staff shall follow all regulations, policies, and plans of the Museum to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all janitorial staff shall observe the highest courtesy and respect towards all officials and employees of the Museum including authorized visitors in the execution of their duties.
4. The **AGENCY** shall provide the Museum with the number of Janitorial Staff as stated in this document, and any decrease or increase in the number of janitorial staffs shall require the written approval of the Museum.
5. The **AGENCY** shall diligently and faithfully serve the best interests and benefits of Museum in rendering its services and shall not, during the period of the contract or at any time thereafter, use or disclose to any unauthorized person, firm or entity, any classified information concerning the business affairs of the Museum which any member of the janitorial staff of the Agency may have acquired by reasons of such contractual relationship.
6. The **AGENCY** hereby guarantees that the salaries of Janitorial Staff detailed with the Museum shall be paid the regular working hours not later than the 20<sup>th</sup> day of the month and 5<sup>th</sup> day of the succeeding month. Any repetitive or unjustified delays in the payment of the salaries attributable to the Agency, or if the janitorial staff are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for the Museum to terminate the Service Contract.
7. The **AGENCY** shall guarantee that SSS premiums, State Insurance/ECC, PhilHealth, Pag-ibig and others, both employee and employer's shares are all remitted properly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be sufficient ground for the Museum to terminate the contract with the Agency and to withhold any monetary due or about to due to the Agency.
8. **AGENCY's** Janitorial Staff shall be under the supervision and control of the Agency with respect to deployment, work shifts and execution of janitorial services. This includes monitoring the attendance of individual janitorial staff and the monitoring may be done manually or any other

<p>form or means of recording attendance like biometric time recorder.</p> <p>9. The <b>AGENCY</b> shall provide relievers, who meet the criteria set by the Museum and whose services shall be made available whenever assigned regular janitorial staff are absent or indisposed. The relievers shall also render service whenever additional janitors are required by Museum.</p> <p>10. The <b>AGENCY</b> shall provide its Janitorial Staff with appropriate uniform (head to feet including utility belt and similar items) duly approved by the Museum. Aside from the uniform, the Museum may require the janitors to wear an access pass or individual identification card.</p> <p>11. The <b>AGENCY</b> shall not allow any Janitorial Staff to work for more than twelve (12) hours/shift within the 24-hour period except in cases of emergencies/unforeseen circumstances and calamities.</p> <p>12. The <b>AGENCY</b> shall provide physically and mentally fit Janitorial Staff of good moral character and reputation, courteous, alert and without criminal or police records and must have passed a drug test administered by a duly licensed testing agency.</p> <p>13. The <b>AGENCY</b> shall provide Janitorial staff of sufficient protective and safety devices such as Personal Protective Equipment or PPE (e.g. gloves, facemask, face shields, boots and other similar items appropriate to safeguard their staff to hazardous conditions that may arise). And these shall bear no cost to the NMP nor to the Janitorial Staff.</p> <p>14. The <b>AGENCY</b> must be compliant to prevailing DOLE Department Order and to other issuances such as but not limited to Wage Order adjustments, safety and health standards.</p>	
<p><b>LIQUIDATED DAMAGES</b></p> <p>When the contractor fails to satisfactorily deliver services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed contract scheduled for every day of delay until such goods are finally delivered and accepted by the</p>	

<p>procuring entity concerned. In no case shall the sum of the liquidated damages exceed 10% of the total contract price, in which the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages.</p>	
<p><b>LIABILITIES AND THIRD PARTIES</b></p> <ol style="list-style-type: none"> <li>1. There exists no employer-employee relationship between the <b>MUSEUM</b> and the <b>AGENCY</b> and/or the latter's personnel.</li> <li>2. The <b>AGENCY</b> further warrants that the <b>MUSEUM</b> shall be free from any suit or liability resulting from claims by third parties of any nature, whether of injuries, damage or death, caused by the employees of the <b>AGENCY</b> in the performance of their duties. Likewise, the <b>AGENCY</b> warrants that the <b>MUSEUM</b> shall be free from any suit or liability of any nature, whether of injuries, damage or death that may be suffered by the janitors in the performance of their duties.</li> <li>3. The <b>AGENCY</b> shall at all times stand solely liable and/or responsible for said eventualities and shall hold the <b>MUSEUM</b> free from any and all liabilities in respect thereto or arising there from. If despite said stipulation, the <b>MUSEUM</b> is still sued for any claim arising from this contract and is adjudged liable for said claim, then the <b>AGENCY</b> will immediately pay the <b>MUSEUM</b> the amount of judgment debt to enable the latter to satisfy the same to the winning party.</li> <li>4. All legal expenses incurred by the <b>MUSEUM</b> caused by such suit be paid by the <b>AGENCY</b> to the <b>MUSEUM</b> within five (5) days from notice. <b>MUSEUM</b> has the authority/option to obtain such expense from the performance band required from the <b>AGENCY</b> under the contract.</li> </ol>	
<p><b>RIGHTS OF THE MUSEUM TO TERMINATE CONTRACT</b></p> <ol style="list-style-type: none"> <li>1. It is expressly understood herein that the relationship of the <b>AGENCY</b> with the <b>MUSEUM</b> is based purely on the trust and confidence of the latter in the former and that the Museum shall have the right to terminate the Contract in case of loss of said trust and confidence in the <b>AGENCY</b>, upon thirty (30) days prior written notice therefore to Agency.</li> </ol>	

- |  |  |
|--|--|
| <p>2. <b>MUSEUM</b> shall have the right to terminate the Contract, after 30-day written notice to the <b>AGENCY</b> on the following grounds:</p> <ul style="list-style-type: none"><li>a. When <b>AGENCY's</b> Janitorial Staff has wilfully and intentionally or through negligence caused the death of, or has inflicted serious physical injury on any person or any Museum personnel inside Museum premises while on official duty.</li><li>b. When <b>AGENCY's</b> Janitorial Staff has wilfully and intentionally or through negligence caused irreparable damage to the prestige or any vital interest of the Museum, great destruction of Museum properties and equipment, or great economic loss by personal participation or non-performance of his duties and responsibilities.</li><li>c. When <b>AGENCY</b> has violated other obligation required under its Contract with the Museum and refused to comply and/or remedy the violation within the reasonable period given by the Museum.</li><li>d. When <b>AGENCY</b> fails to pay the salaries of any janitorial staff in accordance with the Contract for two consecutive billing periods without just cause.</li><li>e. When upon result of the audit findings, Museum finds the <b>AGENCY</b> resorting to unauthorized illegal, involuntary and unreasonable deductions resulting to short and underpayment of salaries of janitorial staff thereby affecting their state of morale and efficiency.</li><li>f. When Museum finds the <b>AGENCY</b> to have failed in their obligation to any of its janitorial staff based on the Agency's Contract with Museum, thus, affecting the state of morale and efficiency of the entire force.</li><li>g. The Museum as its interest may require, shall have the right to cancel or terminate the Award of the Contract when the <b>AGENCY</b>, upon written notice, fails to comply with any or all of the following, before the initial posting:<ul style="list-style-type: none"><li>• Present physical to the Museum all the devices and equipment requirements, including the list of names of Janitorial Staff to be posted; and/or</li><li>• Provide the performance security as required within the reasonable period prescribed by the Museum.</li></ul></li><li>h. The Museum may, without incurring liability, and as its interest may require, terminate the</li></ul> |  |
|--|--|

<p>Contract in whole or in part, at any time, at its convenience by written notice sent to the <b>AGENCY</b>. The notice of termination shall specify that such termination is for Museum's convenience and state the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.</p>	
<p><b>DURATION</b></p> <p>The contract duration shall take effect on 1 January 2022 and shall continue to be in full force and effect until 31 December 2022 but subject to a regular performance rating by the Museum. The Museum has the right to terminate the contract pursuant to <b>Section XII</b> of this Terms of Reference (TOR) or any kind of breach of contract.</p>	
<p><b>JANITORIAL SERVICES REQUIREMENTS</b></p> <p>The winning bidder is expected to maintain a very satisfactory level of performance throughout the term of the contract based on the performance criteria which shall include, among others (i) high standard of professionalism (ii) quality of service delivered; (iii) time management; (iv) management and sustainability of personnel; (v) contract administration and management; and (vi) provision of regular progress reports on the status of NMP's premises in terms of janitorial services in accordance with the housekeeping plan.</p> <p>To achieve these, the prospective bidder shall meet the following set requirements:</p> <ol style="list-style-type: none"> <li>1. At least five (5) year experience of providing janitorial services to a museum or similar institution that exhibits or displays collections to what the Museum have in its display</li> <li>2. Minimum of three (3) Certification of at least Very Satisfactory rating from previous clients for the last five (5) years;</li> <li>3. Clearance or Certification of No Pending Labor Cases issued by the Department of Labor and Employment (DOLE);</li> <li>4. Housekeeping plan based on personnel deployment from 7am – 6pm on 8-hour basis;</li> </ol>	



<ol style="list-style-type: none"> <li>5. Provision of additional janitorial supplies, equipment and materials beyond the list of requirements set by the NMP is an advantage;</li> <li>6. In adherence to Inter-Agency Task Force (IATF) issued Resolution 148-B, series of 2021, which mandates mandatory vaccination in areas where there are sufficient vaccine supplies as determined by the National Vaccines Operation Center (NVOC), all janitorial personnel deployed must be fully vaccinated against COVID-19 at the expense of the <b>AGENCY</b>; and,</li> <li>7. Other factors: <ol style="list-style-type: none"> <li>a. Recruitment and Selection Criteria <ol style="list-style-type: none"> <li>i. Health Certificate / Medical Certificate</li> <li>ii. Drug test with proof of certificate from government accredited granting office</li> </ol> </li> <li>b. Completeness of uniforms and other paraphernalia</li> <li>c. Company Manual of Operations to include disciplinary measures</li> </ol> </li> </ol>	
<p><b>NMP-RASMSO and Kalinga Site for FY 2022, attached in the Terms of Reference as Annex “B”</b></p>	

\*Note: For full details of the above mentioned project, kindly refer to the Terms of Reference (Annex C of the Bidding Documents)

***Section VIII. Checklist of Technical and  
Financial Documents***

# Checklist of Technical and Financial Documents

## TECHNICAL COMPONENT ENVELOPE (FIRST ENVELOPE)

### *Class “A” Documents*

#### Legal Documents

- ☐ 1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- ☐ 2. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
  
**and**
- ☐ 3. Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
  
**and**
- ☐ 4. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- ☐ 5. 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**
- ☐ 6. 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**
- ☐ 7. 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**
- ☐ 8. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-

sales/parts, if applicable; **and**

- ☐ 9. 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.
- ☐ 10. Company profile, Organization Structure, list key officials, incorporations or stockholders;
- ☐ 11. List of Contractor's equipment units, which are owned, leased and/or under purchased agreement, supported by certification of the availability of equipment from the equipment lessor/ vendor for the duration of the project;
- ☐ 12. Undertaking on the adequacy of supply for one (1) month;
- ☐ 13. Proposed housekeeping plan;
- ☐ 14. Company policy on recruitment selection criteria of supervisors and janitors;
- ☐ 15. Certificate of Good standing (2020) issued by SSS, Pag-ibig and PhilHealth;
- ☐ 16. DOLE certificate (DOLE 174-17 Rules Implementing Articles 106 to 109 of the Labor Code, As Amended);
- ☐ 17. Minimum of three (3) Certification of at least Very satisfactory rating from previous clients for the last five (5) years;
- ☐ 18. Clearance or Certification of No. Pending Labor Cases issued by the department of Labor and Employment (DOLE)
- ☐ 19. Company Manual of Operations including disciplinary measures.
- ☐ 20. Bid Bulletin/s, if any;
- ☐ 21. Photocopy of the Official Receipt of the Bidding Documents;

**Financial Documents**

- ☐ 22. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ **23.** 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***

- ☐ 24. 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.

**FINANCIAL COMPONENT ENVELOPE (SECOND ENVELOPE)**

- ☐ 1. Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ 2. Original of duly signed and accomplished Price Schedule(s), Bill of Quantities of Supplies, Materials and, Cost Breakdown.

Note: Please provide us E-copy of all the Eligibility, Technical and Financial components save in a compact disc (CD)

*Annex A Packaging and Labelling  
Instructions*

## PACKAGING AND LABELLING INTRUCTIONS

### 1. Two Envelope System

The ORIGINAL - TECHNICAL COMPONENTS requirements stated below shall be enclosed into a folder, same as with the ORIGINAL - FINANCIAL COMPONENTS requirements which will also be done in a separate folder. These two (2) folders shall be placed into separate envelope forming the **Two-Envelope System**.

Envelope 1 : Technical Components (see attached listing)

Envelope 2 : Financial Components (see attached listing)

2. The First Envelope, ORIGINAL - TECHNICAL COMPONENTS and the Second Envelope, ORIGINAL - FINANCIAL COMPONENTS should be sealed in an outer envelope marked as ORIGINAL BID. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_\_ - TECHNICAL COMPONENT" and "COPY NO. \_\_\_\_ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_\_", respectively. The First and Second envelope should be produced into three (3) copies marked as Copy No. 1 , Copy No. 2 and Copy No. 3.
3. All four (4) envelopes, Original, Copy No. 1, Copy No. 2 and Copy No. 3, shall be enclosed in a single envelope referred to as the **Mother Envelope**.
4. All documents must be marked with **Ear tabs**. There must be a Table of Contents indicating all the documents to be submitted per folder.
5. All envelopes should properly be **sealed, signed and labelled**. The folders should be labelled properly.
6. All copies must be **Certified True Copy** and signed.

TO:           ATTY. MA. ROSENNE M. FLORES-AVILA  
Chairperson  
Bids and Awards Committee  
National Museum of the Philippines  
Padre Burgos Avenue, ermita Manila

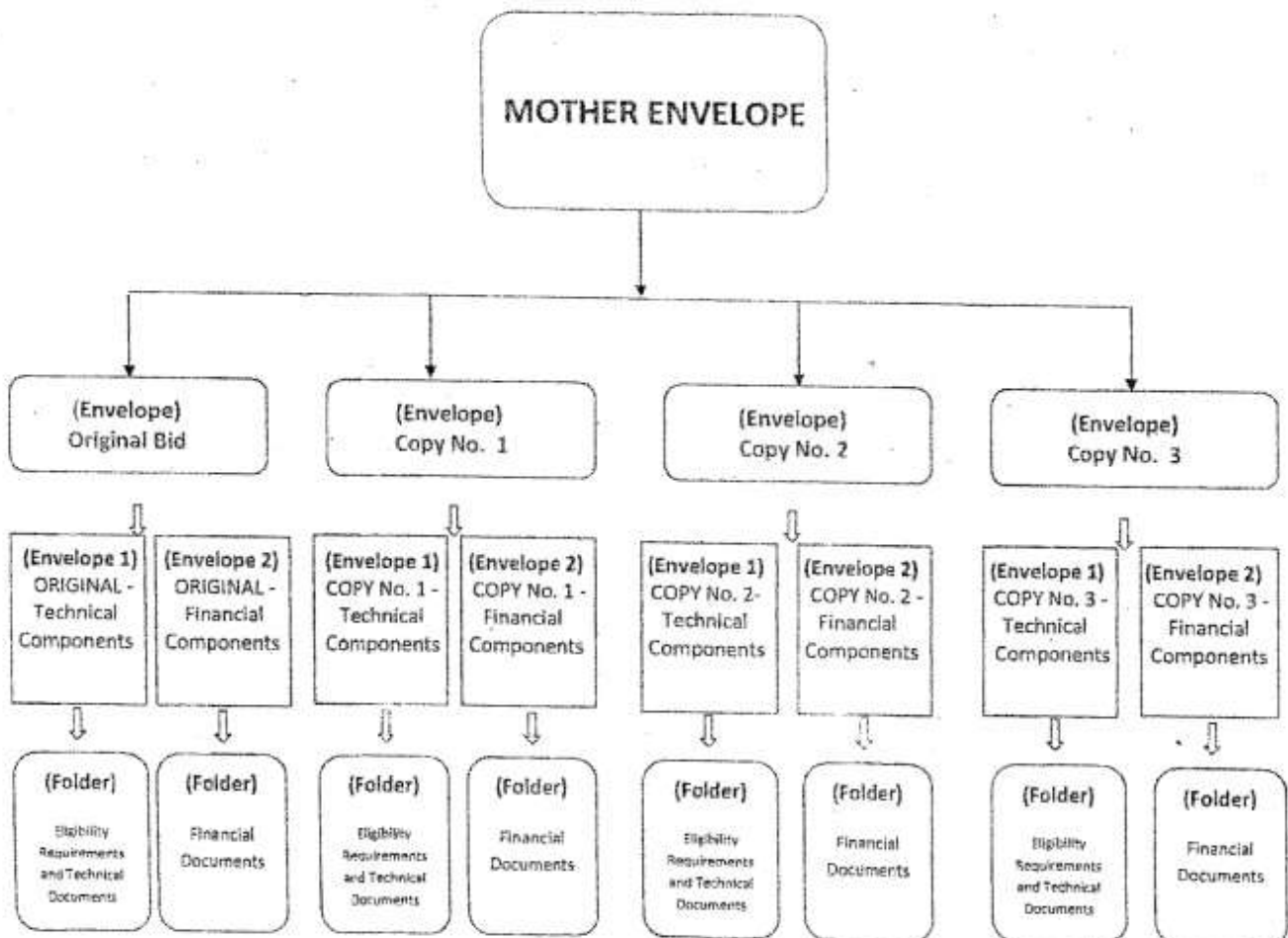
FROM:       Name of Company  
Address & Telephone Number

Reference No.

Project Title  
Location

Do not Open Before: date and time of the Submission and Opening of Bids

## PACKAGING AND LABELING INSTRUCTIONS





## *Annex B Bidding Form*

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

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**BID FORM**

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount or Currency	Purpose of Commission or gratuity
---------------------------	--------------------	-----------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None") ]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

---

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8 )	Total Price delivered Final Destination  (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*



## Performance Securing Declaration (Revised)

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## Contract Agreement Form for the Procurement of Goods (Revised)

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and**

**Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

*[Format shall be based on the latest Rules on Notarial Practice]*

<b>(LOT 1) "ANNEX "A"</b>		
<b>JANITORIAL SERVICES FOR NMP COMPLEX FOR FY 2022 COMPUTATION OF CONTRACT FOR TWELVE (12) MONTHS (JANUARY 1, 2022 TO DECEMBER 31, 2022)</b>		
		<b>CONTRACT AMOUNT</b>
<b>A</b>	Daily Rate	537.00
	<b>AMOUNT PAID DIRECTLY TO JANITORS</b>	
	Basic Pay (537x313/12)	14,006.75
	5 Days Incentive Leave (537x5/12)	223.75
	13th month pay	1,167.23
	COLAx313/12	
	<b>TOTAL LABOR COST</b>	
<b>B</b>	<b>AMOUNT PAID TO GOVERNMENT IN FAVOR OF JANITORS</b>	
	Employees compensation (EC)	10.00
	Social Security System (SSS)	1,190.00
	Philhealth	280.14
	Pag-ibig	100.00
	<b>TOTAL MANDATORY COST</b>	<b>1,580.14</b>
<b>C</b>		
	TOTAL LABOR AND MANDATORY COST	
	COST OF SUPPLIES, MATERIALS AND EQUIPMENT	
	<b>TOTAL AMOUNT</b>	
<b>D</b>	ADMINISTRATIVE OVERHEAD (10% OF A+B)	
<b>E</b>	VAT 12% OF C+D	
<b>F</b>	TOTAL CONTRACT RATE PER MONTH/JANITOR	
<b>G</b>	MULTIPLIED BY NO. OF PERSONNEL	110
<b>H</b>	TOTAL CONTRACT RATE PER MONTH	
<b>I</b>	<b>TOTAL COST FOR TWELVE (12) MONTHS</b>	

I hereby certify that the above computation are true and correct, otherwise, if found false, either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification, the same shall give rise to automatic disqualification of our bid.

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

\_\_\_\_\_  
Signature Over Printed Name  
Of Authorized representative

\_\_\_\_\_  
Date

## *Annex C Terms of Reference*