

## REQUEST FOR PROPOSAL

### Provision of Additional Janitorial Services for the Philippine Competition Commission for C.Y. 2023

P.R. No./Date Received: **2023-02-0049 / 08 February 2023**

RFQ/P No. / Date: **2023-03-0051 / 15 March 2023**

The Philippine Competition Commission invites all eligible and PhilGEPS-registered suppliers, contractors and consultants to quote the best offer for the described item in the attached **Terms of Reference** subject to the Terms and Conditions and within the Approved Budget for the Contract.

#### Required Documents/Information to be submitted as Attachments to the Quotation/Proposal:

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual
- PhilGEPS Registration Number
- Latest Income/Business Tax Return
- Omnibus Sworn Statement (To be issued prior to issuance of Award)
- Signed Terms of Reference

This pro-forma quotation may be submitted through **registered** or **electronic mail** to the PCC Bids and Awards Committee (PBAC) Secretariat at above address or email to [procurementunit@phcc.gov.ph](mailto:procurementunit@phcc.gov.ph) or [jvabano@phcc.gov.ph](mailto:jvabano@phcc.gov.ph) on or before **21 March 2023, 05:00 PM** subject to the following **Terms and Conditions**:

1. All entries shall be typed or written in a clear legible manner.
2. No alternate quotation/offer is allowed, suppliers who submitted more than one quotation shall be automatically disqualified.
3. All prices offered herein are valid, binding and effective for THIRTY (30) calendar days upon issuance of this document. Alternative bids shall be rejected.
4. Price quotations to be denominated in Philippine Peso shall include all applicable government taxes subject to (BIR 2306) 5% R-VAT and (BIR 2307) 1% (PO) or 2% (JO) deductions.
5. PCC PBAC Technical Working Group may require you to submit documents that will prove your legal, financial and technical capability to undertake this contract.
6. Salient provisions of the IRR of RA 9184: Section 68 - Liquidated Damages and Section 69 - Imposition of Administrative Penalties shall be observed.
7. PCC reserves the right to reject any and all quotations, declare a failure, or not award the contract pursuant to Sec 41 of the same IRR.
8. In case of tie quotations, suppliers' presence are required during tie breaking through draw lots or toss coin.
9. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed **Terms of Reference**.

Very truly yours,

ATTY. JOSEPH MELVIN B. BASAS  
PBAC Chairperson

Item	QTY	ABC	Project Title	Total Amount
				(To be filled-up by the supplier)
1	1	₱ 955,000.00	Provision of Additional Janitorial Services for the Philippine Competition Commission for C.Y. 2023	
			(Please see attached Terms of Reference)	
Total Lot ABC		₱ 955,000.00	TOTAL Amount: (Lot Purchase)	
Delivery Instructions:			(Please see attached Terms of Reference)	

(Please provide **complete** information below)

We undertake, if our Proposal is accepted, to supply/deliver the goods in accordance with the specifications and/or delivery schedule.

We agree to abide by this proposal for the price validity period specified in the terms and conditions and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Purchase/Job Order or a Contract is prepared and executed, this Quotation/Proposal shall be binding upon us. We understand that you are not bound to accept the lowest or any Proposal you may receive.

Signature over Printed Name : \_\_\_\_\_  
 Designation/Position : \_\_\_\_\_  
 Name of Company : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 Telephone / Fax : \_\_\_\_\_  
 E-mail Address : \_\_\_\_\_  
 Company Tax Identification Number : \_\_\_\_\_



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## TERMS OF REFERENCE

Project Title : **Provision of Additional Janitorial Services for the Philippine Competition Commission for C.Y. 2023**

Contract Type : **Institutional Contract of Service**

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### I. RATIONALE

The Philippine Competition Commission (PCC) desires to engage the services of a Service Provider to provide for the maintenance, sanitation, cleaning and other janitorial works for its additional office and storage facility at 9<sup>th</sup> Floor of Vertis North Corporate Center I, North Avenue, Brgy. Bagong Pag-asa, North Triangle, Quezon City.

### II. SCOPE OF SERVICES

#### 1. Daily Routine Operations (Mondays to Fridays):

- a. Sweeping, mopping, scrubbing and polishing all floors;
- b. Cleaning and dusting all the inside or interior walls and ceiling including doors, window, ledges/cabinets, partitions, sidings, furniture, and fixtures;
- c. Spraying of disinfectant solutions or air freshener in each office and toilets;
- d. Maintaining cleanliness and neatness of all rooms;
- e. Cleaning waste baskets, plant boxes, and pots;
- f. Collecting, segregating and disposing trash, rubbish and garbage from confines of the building to garbage areas provided for the purpose at least twice a day;
- g. Cleaning and sanitizing toilet and washroom inside PCC office, including the use of special disinfectant agents in wash basins, urinals and toilet bowls.
- h. Refilling and cleaning liquid, soap dispensers, deodorizers in the urinals and toilet bowls.

#### 2. Weekly Routine Operations (Saturdays)

- a. Stripping and polishing of all tile floors, including cleaning of baseboards, if there is any;
- b. General cleaning / disinfecting comfort rooms and wash rooms;
- c. Wiping of glass windows, blinds and dirty ceiling;
- d. Vacuum cleaning of carpeted floors; and
- e. General cleaning of all offices including tables, computers, racks and vacuuming of dust records file.

3. Other Required Activities:

- a. Assist in the physical arrangement of the PCC office premises as may be required;
- b. Assist in the internal transport of bulky records and office supplies, furniture and equipment within the PCC office premises/building;
- c. Washing of dishes for official meetings and functions and maintain cleanliness/sanitation in the pantry;
- d. Rendering overtime services with pay as necessary or required by PCC; and
- e. Perform other related tasks or activities that may be assigned from time to time.

### III. DUTIES AND RESPONSIBILITIES

*The **Service Provider** shall perform the following duties and responsibilities:*

1. Ensure complete approval of documents required by the PCC with regard to assignment of Personnel to the PCC including all supporting documents for semi-monthly statements of account;
2. Ensure that all Personnel comply with its internal rules and regulations as well as rules, regulations, and standards of the PCC;
3. Permit the PCC to refer, screen, and recommend the best suited applicant/candidate to the position subject to the submission of documents required by the Service Provider;
4. Prior to the deployment of the recommended candidate, provide him/her with a copy of the contract and Notice of Assignment, which must likewise be sent via email to the End-User prior to the candidate's deployment;
5. Provide official communication to the PCC during deployment of the Personnel;
6. Prior deployment of Personnel, conduct basic orientation which shall include the provision of all forms and templates that may be required during the course of the personnel's assignment, and provide the End-User proof of attendance to such orientation;
7. Retain the exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures against Personnel deployed with the PCC; provided, that prompt notice be given to the PCC of any relevant personnel movement or sanctions;
8. Assume full responsibility and undertake to reimburse the PCC for any loss, damage, or injury caused to PCC personnel, property and/or premises, arising from or occasioned by the Personnel's act or omission;

9. Take necessary precaution and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage or loss to PCC personnel, property, and premises;
10. As the employer of the Personnel, bind itself to hold the PCC free of any liability from claims made by the Personnel arising from the performance of services made under the contract;
11. Designate in-house coordinator/s who shall meet with the End-User within five (5) days from acceptance of the Notice of Award, and whose duties include collating and submitting semi-monthly payroll documents and inspecting the delivery of monthly/quarterly/semesterly cleaning supplies within two (2) days from their delivery to the PCC; provided, that should there be a change in the designated coordinator, the same shall be endorsed to the End-User immediately;
12. Designate contact persons for coordination on matters relating to hiring, deployment, billing or payment of claims, and separation; provided, that should there be a change in the designated contact persons, the Service Provider shall inform the End-User immediately;
13. If the individual work performance of the Personnel falls below the PCC's requirements and expectations, assign new qualified Personnel upon the request of the PCC;
14. Prepare a semi-monthly schedule of its cleaners indicating the required eight (8) hours/day duty, from Monday to Saturday, which shall be submitted to the End-User, through the General Services Division, at least five (5) days before the agreed upon cut-off date;
15. Ensure the availability of a reliever housekeeper or messenger in case of an unscheduled absence/leave;
16. Require all cleaners to comply with the rules on proper office attire who shall always wear the Service Provider's prescribed uniform while on duty; provided that the Service Provider shall, for every year, provide two (2) sets of the required uniforms to the cleaners, at no cost to the said Personnel and to the PCC;
17. Pay the authorized overtime services rendered by the Personnel supported by duly approved authority to render overtime services and accomplishment report;
18. Conduct quarterly performance assessments of the Personnel and provide a copy of the results to the heads of office/unit where the Personnel is assigned;
19. Maintain a satisfactory level of performance throughout the duration of the contract based on a prescribed set of performance criteria:
  - a) Quality of service delivered;
  - b) Time management;
  - c) Management and suitability of employee;

- d) Contract administration and management; and
  - e) Provision of regular progress reports.
20. Accomplish and submit a Confidentiality and Non-Disclosure Agreement to the End-user, and require the Personnel to each submit a duly executed Confidentiality Agreement;
  21. Comply with its obligation as employer imposed by applicable labor laws and other related issuances;
  22. Comply with the requirements of relevant issuances of the Department of Labor and Employment (DOLE), Social Security System (SSS), Home Development Mutual Fund (“HDMF” or “Pag-IBIG”), Philippine Health Insurance Corporation (“PhilHealth”), and the Bureau of Internal Revenue (BIR), as well as Republic Act (RA) No. 9184 or the Government Procurement Reform Act and its 2016 Revised Implementing Rules and Regulations (RIRR);
  23. Pay the required thirteenth (13<sup>th</sup>) month pay not later than December 24 of each year, as mandated by Presidential Decree No. 851, s. 1975;
  24. As the employer, provide all leave benefits the Personnel may be entitled to under the law;
  25. Hold PCC free and harmless from any claims, causes of action and suits that may be instituted by the Service Provider’s personnel resulting from delayed payments due to incomplete documents/delayed billing submissions of the Service Provider, including non-remittance of contributions; and
  26. Provide all janitorial supplies, materials, equipment and ornaments, including schedule of delivery of the same are specified in Annex “B”.

#### **IV. WORK ARRANGEMENTS**

The Service Provider, as employer of the Personnel, shall ensure that the latter’s work schedules are aligned with the PCC’s policies on flexible work arrangements, the Telecommuting Act, and other relevant rules and issuances.

#### **V. QUALIFICATIONS OF THE SERVICE PROVIDER**

The qualifications of the Services Provider are as follows:

1. Must be engaged in the business of manpower services for at least five (5) years;
2. Must be duly licensed and registered in accordance with DOLE Department Order No. 18-A, series of 2011, and other existing relevant regulations;
3. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA), as applicable;

4. Must be duly registered with the BIR;
5. Must be an active employer registered with the DOLE, SSS, HDMF and PhilHealth;
6. Must present at least three (3) Certificates of Satisfactory Service from government agencies or private companies, or a combination of both, with whom the Service Provider has a completed or ongoing contract within the last five (5) years; and
7. Preferably based within Metro Manila.

The pertinent documents to support the above-mentioned qualifications shall be submitted by the lowest/single calculated bidder.

## VI. OTHER REQUIREMENTS

The following pertinent documents shall be submitted by the winning bidder within fifteen (15) calendar days from the effectivity date of the contract:

1. Proof of paid remittances from the following government agencies: SSS, HDMF, PhilHealth and BIR in the form of a certification issued by the said agencies within the last six (6) months from the date of Notice of Award;
2. Curriculum Vitae/Bio-data with recent photo of the **employees to be assigned to the PCC with the following information and supporting documents:**
  - a. Diploma and other school credentials (e.g., Transcript of Records), if applicable;
  - b. Appropriate and relevant trainings/certifications;
  - c. Previous work experiences with Certificate of Employment;
  - d. Medical/health clearance including a negative RT/PCR result;
  - e. Drug test certificate;
  - f. Clearances: police and NBI; and
  - g. Other documents as may be deemed necessary;
3. Notarized undertaking to pay their employees the prescribed benefits pursuant to existing labor laws, rules and regulations.

## VII. BILLINGS AND PAYMENT SCHEME

1. The PCC shall pay the Service Provider upon submission of the statement of account/billing statement with the corresponding monthly billing rates stipulated in the contract subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered by the Personnel deployed by the Service Provider; and upon submission of its monthly payment and affidavit or sworn certification that it has paid the salaries and benefits of its employees for the period covered, per submitted payroll and remitted the corresponding premiums to SSS, Pag-IBIG, PhilHealth, payment of withheld compensation taxes to BIR and Employees' Compensation Commission (if any).



A separate billing statement may be applied in case of increase in the mandatory monthly contributions such as SSS, PhilHealth, Pag-IBIG, or wage order issued or authorized by any government agency, provided that such increase is in compliance with Section 61.2 of the RIRR of RA 9184. The latest issuance of rates shall be applied.

2. The Service Provider shall submit to the End-user, within working five (5) days of the succeeding month, a monthly statement signed by the Service Provider's duly authorized representative that it has paid all wages, salaries, compensation and other benefits of the Personnel assigned to the PCC for services rendered during the immediate preceding month, and that such payments are in accordance with the requirements of law. The PCC shall in no case be liable for any interest penalty or for delayed payments of the remittances.
3. The Service Provider shall adhere to the basic reportorial requirements of the PCC such as, but not limited to semi-monthly statements of account, accompanied by certified true copy of semi-monthly payroll including applicable deductions and photocopies of the breakdown and official receipts of personnel's mandatory contribution to SSS, Pag-IBIG and PhilHealth, as well as the withholding taxes to BIR.
4. The monthly payment of the services rendered by the personnel shall be based on the Schedule of Prices indicated in Annex "A" & Annex "B".
5. All payments shall be released and claimed within PCC premises.

#### **VIII. APPROVED BUDGET FOR THE CONTRACT**

The Approved budget for the Contract (ABC) is **Nine Hundred Fifty-Five Thousand Pesos (PhP955,000.00)**, inclusive of the total manpower in Annex "A" covering direct labor costs, and mandatory contributions due to concerned government agencies for the services rendered by the personnel deployed by the Service Provider, administrative costs and all applicable government taxes. It is understood that the rates for the mandatory contributions for SSS and PhilHealth shall be the rates applicable for the 2023 Calendar Year, as provided for under the Social Security Act of 2018 and the Universal Health Care Act.

The ABC is inclusive of the cost of overtime services, which shall not exceed ten percent (10%) of the total manpower cost and shall be charged accordingly in a separate billing statement.

Costs for janitorial supplies, materials, equipment and ornaments are also included in the ABC.

All bid prices for the nine and a half (9 1/2) months duration shall be fixed and shall not be adjusted during contract implementation, except in the following instances and subject to fulfillment of Section 61.2 of the RIRR of RA 9184:

- Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding;

- Increase/decrease in taxes, i.e., business tax, as prescribed by law;
- Increase in required monthly contributions such as SSS, HDMF, PhilHealth and other agencies authorized by the Government of the Philippines, issued after date of bidding in absence of the issuances to implement such increase.

If during the term of the contract the PCC sees the need to add or reduce the number of Personnel, the resulting cost of the said addition or reduction, shall in no case exceed the ABC for the relevant year.

## **IX. CONTRACT DURATION**

The contract shall commence upon receipt of Notice of Award until December 31, 2023; pro-rated contract cost must be from the month of Contract effectivity to December 2023.

## **X. MODE OF PROCUREMENT**

The mode of procurement shall be Negotiated Procurement – Small Value Procurement in accordance with the provisions of 2016 RIRR of RA 9184.

## **XI. LIQUIDATED DAMAGES**


If the Service Provider fails to perform the services within the period specified in this contract, the PCC shall, without prejudice to other remedies available to it under this contract and applicable laws, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the PCC reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

## **XII. DISPUTE RESOLUTION**

- a. Should any dispute related to the contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.
- b. In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and
- c. Any amendment or additional terms and conditions to the contract must be in writing, signed and acknowledged by the Parties.



**Prepared by:**

  
**Catherine Anne N. Buncaras**  
Administrative Officer II  
General Services Division

**Reviewed by:**

  
**Rommel R. Oira**  
Chief Administrative Officer  
General Services Division 

**Approved by:**

  
**Jeson Q. de la Torre**  
Director IV  
Administrative Office

**CONFORME:**

\_\_\_\_\_  
**Name & Signature of Authorized Representative**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date**

## ANNEX A

SCHEDULE OF PRICES		SCHEDULE OF PRICES	
<i>Position</i>		<i>Cleaner</i>	
		<b>Salary Scale 1</b>	
		6 days/week	
Employee's Rate Per Day		702.11	
I. Amount Payable to the Employee			
Basic Pay		18,313.36	
Service Incentive Leave		292.55	
13th Month Pay		1,526.11	
<b>Sub-Total</b>		<b>20,132.02</b>	
II. Amount Payable to the Government:			
Pag-ibig Contribution		100.00	
SSS Contribution <sup>1</sup>		1,900.00	
PHIC <sup>2</sup>		412.06	
ECC		30.00	
<b>Sub-Total</b>		<b>2,442.06</b>	
III. Total Amount Payable to Employee and the Government		<b>22,574.08</b>	
IV. Administrative Costs ( shall not exceed 10% of Item III.)			
V. Total of Items III, and IV			
VI. Add : Value Added Tax (12% of Item V.)			
VII. Monthly Rate per Head (Total of Items V and VI)			
VIII.Total No. of Personnel		<b>3</b>	
IX. No. of Months Required		<b>9.50</b>	
X. TOTAL COST PER PERSONNEL			

Total Personnel Cost (9.5 months with 3 pax)	
Provision of Overtime (10% of the Total Personnel Cost)	
Cleaning Supplies & Ornaments Provision Cost (inclusive of all applicable government taxes)	
<b>TOTAL BID OFFER:</b>	

Submitted by:

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 Name & Signature of Authorized Representative

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 Company Name

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 Date

**JANITORIAL SUPPLIES, MATERIALS, EQUIPMENT, AND ORNAMENT**

<b>A. Equipment</b>			
<i>Provision for use of equipment. Shall be delivered within 15 days upon receipt of Notice of Award:</i>			
<b>No.</b>	<b>Items</b>	<b>Quantity</b>	<b>Unit of Measure</b>
1	Carpet Blower Machine	1	unit
2	Garbage Receptacle/Trash Bin	3	unit
3	Janitorial Cart	1	unit

<b>B. Monthly Supplies</b>			
<b>No.</b>	<b>Items</b>	<b>Quantity</b>	<b>Unit of Measure</b>
<i>Shall be delivered 1st week of every month:</i>			
1	All-Purpose Liquid (Green)	1	gallon
2	Bleaching liquid (Branded)	1	gallon
3	Liquid Dishwashing Soap with Dispenser (Branded)	1	gallon
4	Flannel Rags (Pranela - Color: Yellow, Blue, Pink)	3	yard
5	Sponge with scouring pad	8	piece
6	Garbage Bags (XXL), Clear	100	piece
7	Garbage Bags (Small), Clear	75	piece
8	Liquid Hand Soap (Branded)	3	bottle

<b>C. Quarterly</b>			
<i>Shall be delivered 1st week of every quarter:</i>			
<b>No.</b>	<b>Items</b>	<b>Quantity</b>	<b>Unit of Measure</b>
1	Mop Head	2	piece
2	Dust Pan	2	piece
3	Soft Broom	2	piece

<b>D. Semesterly</b>			
<i>Shall be delivered 1st week of every semester:</i>			
<b>No.</b>	<b>Items</b>	<b>Quantity</b>	<b>Unit of Measure</b>
1	Glass Wiper/Squeegee	4	piece
2	Mop Handle	2	piece
3	Plastic Pail	2	piece
4	Toilet Bowl Brush	2	piece

<b>No.</b>	<b>Items</b>	<b>Quantity</b>	<b>Unit of Measure</b>
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*Provision of Indoor Ornamental Plants, including maintenance. Shall be delivered within 15 days upon receipt of Notice of Award and to be replaced as necessary (approximately every quarter); \*PCC to determine the specific plants to be delivered. Provider may suggest list of indoor plants subject to PCC approval.*

1	*Corner Plants / Large Dish Plants with ceramic, terra-cotta or clay pots	8	pot
2	*Tabletop / Flowering Plants with ceramic, terra-cotta or clay pots	4	pot
3	*Reception Flowering Plants with ceramic pots	4	pot

Submitted by:

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Name & Signature of Authorized Representative

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Company Name

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Date