# PHILIPPINE BIDDING DOCUMENTS

# Provision of Manpower and Janitorial Services for the Philippine Competition Commission for CY 2024

IB No. 2024-EPA-0012

**Philippine Competition Commission** 

**09 November 2023** 

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# Glossary of Acronyms, Terms, and Abbreviations

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

**BAC** – Bids and Awards Committee.

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

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

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

BIR - Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

EXW - Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs - Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# Section I. Invitation to Bid





# INVITATION TO BID FOR

# PROVISION OF MANPOWER AND JANITORIAL SERVICES FOR THE PHILIPPINE COMPETITION COMMISSION FOR CY 2024

1. The Philippine Competition Commission (PCC), through the FY 2024 National Expenditure Program intends to apply the sum of Twenty Million Five Hundred Forty-Seven Thousand Nine Hundred Thirty Pesos (PhP20,547,930.00) being the ABC to payments under the contract for the Provision of Manpower and Janitorial Services for the Philippine Competition Commission for CY 2024 under Invitation to Bid (IB) No. 2024-EPA-0012.

Lots	Description	ABC (PhP)
Lot 1	Provision of Manpower Services for General and Administrative Support	16,786,378.00
Lot 2	Provision of Janitorial Services	3,761,552.00
TOTAL:		20,547,930.00

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

- 2. The *PCC* now invites bids for the above Procurement Project. Delivery of the Goods is required upon receipt of the Notice to Proceed. Bidders should have completed a contract similar to the Project within five (5) years from the date of submission and receipt of bids. 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 *PCC* and inspect the Bidding Documents at the address given below during *office hours from 8:00 A.M. to 5:00 P.M. (Monday through Friday)*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 13 November 2023 from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB and internal issuance of PCC Bids and Awards Committee (PBAC), in the amount based on the lots to be bid as enumerated below:
  - Lot 1 Fifteen Thousand Pesos (PhP15,000.00)
  - Lot 2 Five Thousand Pesos (PhP5,000.00)

The Procuring Entity shall allow the bidder to present its proof of payment of the fees in person or through e-mail.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

- 6. The *PCC* will hold a Pre-Bid Conference on *17 November 2023, 2:00PM* the given address below or through Microsoft Teams teleconference which shall be open to prospective bidders.
- 7. Bids must be duly received by the PBAC Secretariat through *IB No. 2024-EPA-0012* on *30 November 2023, 12:00NN* at 25/F Vertis North Corporate Center 1, North Avenue, Quezon City or via e-bid submission through this link: https://pccgov.sharepoint.com/sites/E-BIDSubmission. 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 *30 November 2023*, *2:00PM* at the given address below or through Microsoft Teams Teleconference. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. Bids submitted through online submission must be put in a compressed/zip folder. The compressed folders and the files in it must be *both password-protected*. Kindly refer to the Guidelines on PCC E-Bid Submission uploaded under the E-Bid System window of the PCC website. In case of tie, bidders' presence is required during tie breaking through toss coin or draw lots.
- 11. The *PCC* 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.

### 12. For further information, please refer to:

# THE SECRETARIAT

Bids and Awards Committee Philippine Competition Commission 25F Tower 1, Vertis North Corporate Center, North Avenue, Quezon City Telephone No.: (02) 771-9722 local 204

e-mail: procurement@phcc.gov.ph or mrfajutnao@phcc.gov.ph

### 13. You may visit the following websites:

For downloading of Bidding Documents:

https://www.phcc.gov.ph/procurement/request-for-quotation-expression-of-interestinvitation-to-bid/

For online bid submission: https://pccgov.sharepoint.com/sites/E-BIDSubmission

09 November 2023

ATTY. JOSEPH MELVIN B. BASAS

Chairperson, PCC Bids and Awards Committee

# Section II. Instructions to Bidders

# 1. Scope of Bid

The Procuring Entity, *Philippine Competition Commission* wishes to receive Bids for the *Provision of Manpower and Janitorial Services for the Philippine Competition Commission for CY 2024*, with identification number *IB No. 2024-EPA-0012*.

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 2024 in the amount of *Twenty Million Five Hundred Forty-Seven Thousand Nine Hundred Thirty Pesos (PhP20,547,930.00)*.

Lots	Description	ABC (PhP)
Lot 1	Provision of Manpower Services for General and Administrative Support	16,786,378.00
Lot 2	Provision of Janitorial Services	3,761,552.00
TOTAL:		20,547,930.00

2.2. The source of funding is the *FY 2024 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 "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

# 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to 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 and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

# 9. Clarification and Amendment of Bidding Documents

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within 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.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

# 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, 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.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

# 13. Bid and Payment Currencies

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

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

# 16. Deadline for Submission of Bids

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

# 17. Opening and Preliminary Examination of Bids

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

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

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

# 18. Domestic Preference

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

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

# 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one project having one lot and shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

# 20. Post-Qualification

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

# 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	For this purpose, contracts similar to the Project shall be:	
	a. Provision of Manpower and Janitorial Services	
	b. completed within five (5) years prior to the deadline for the submission and receipt of bids.	
7.1	Subcontracting is not allowed	
12	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.	
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:	
	For Lot 1:  a. The amount of not less than Three Hundred Thirty-Five Thousand Seven Hundred Twenty-Seven Pesos and 56/100 (PhP335,727.56), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or	
	b. The amount of not less than <i>Eight Hundred Thirty-Nine Thousand Three Hundred Eighteen Pesos and 90/100 (PhP839,318.90)</i> if bid security is in Surety Bond.	
	For Lot 2:	
	a. The amount of not less than <i>Seventy-Five Thousand Two Hundred Thirty-One Pesos and 04/100 (PhP75,231.04)</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or	
	b. The amount of not less than <i>One Hundred Eighty-Eight Thousand Seventy-Seven Pesos and 60/100 (PhP188,077.60)</i> if bid security is in Surety Bond.	
19.3	Please refer to the attached Detailed Technical Specifications.	

20.1	The Bidder shall submit certified true copies of the following documents:  1. PhilGEPS Platinum Registration 2. Valid Mayor's/Business Permit 3. SEC Registration Certificate 4. Valid Tax Clearance 5. Latest Income/Business Tax Return
21.2	No Additional Requirements

# 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in SCC, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

# 5. Warranty

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

# 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

# **Special Conditions of Contract**

GCC			
Clause			
1	Delivery and Documents – 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:		
	"The delivery terms applicable to this Contract are delivered to <b>PCC</b> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."		
	Delivery and Documents –		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site are the End-Users of project proponents.		
	Incidental Services –		
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:		
	<ul><li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li><li>b. furnishing of tools required for assembly and/or maintenance of the</li></ul>		
	supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;		
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and		
	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.		
2.2	The terms of payment shall be as follows:		
	Please refer to Item XI of the Detailed Technical Specifications		
4	Evaluation of Contractor and Staff Requirements in accordance with Required Qualifications		

# 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.

(Please see attached Detailed Technical Specifications)

# Section VII. Technical Specifications





# DETAILED TECHNICAL SPECIFICATION

Project Title : Provision of Manpower and Janitorial Services for the Philippine

**Competition Commission for CY 2024** 

Contract Type : Institutional Contract of Service

Contract Duration : 01 January 2024 to 31 December 2024

# I. RATIONALE

The Philippine Competition Commission (PCC) is an independent quasi-judicial body created by virtue of Republic Act No. 10667, otherwise known as the Philippine Competition Act, to promote and maintain market competition by regulating anti-competitive agreements, abuse of dominant position, and anti-competitive mergers and acquisitions.

To support the achievement of its Vision and Mission and efficiently perform its mandates, the Administrative Office's General Services Division (GSD) and Human Capital Management Division (HCMD), as the End-users, seek to engage the services (the "Service Provider") for the provision of competent technical, administrative, and general services personnel for the PCC (the "Project").

### II. QUALIFICATIONS OF THE SERVICE PROVIDER

The Service Provider shall have following qualifications:

- 1. Must be engaged in the business of manpower services within the last five (5) years;
- 2. Must be duly licensed and registered in accordance with Department Of Labor and Employment (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 Bureau of Internal Revenue (BIR);
- 5. Must be an active employer registered with the DOLE, SSS, HDMF and PhilHealth;

- 6. Must present at least three (3) Certificate of Satisfactory Service from other 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 during the post-qualification period.

# III. 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 to Proceed;
- 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 for new employees;
  - e. Drug test certificate;
  - f. Police and NBI Clearances; 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.

# IV. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

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 semimonthly 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. Prior deployment of Personnel, conduct basic orientation which shall include the provision of all materials, 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. The basic orientation shall cover the office attire as prescribed by the PCC, rules on attendance, payroll guidelines, and office ethics;
- 6. Provide official communication to the PCC prior deployment of the Personnel;
- 7. The discipline of the Personnel shall be the responsibility of the Service Provider. The PCC may report to the Service Provider any misconduct or wrongdoing of the said Personnel.
- 8. 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;
- 9. 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;
- 10. 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;
- 11. 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:
- 12. Designate in-house coordinator/s who shall meet with the End-user within five (5) working days from acceptance of the Notice to Proceed, 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;
- 13. 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;

- 14. If the individual work performance of the Personnel falls below the PCC's requirements and expectations, which is equivalent to a Satisfactory rating, assign new qualified Personnel upon the request of the PCC. The Service Provider shall conduct a performance evaluation every semester or every six (6) months. The result of said evaluation shall be conveyed to PCC thru the End-user with succeeding month following the end of the semester;
- 15. Ensure manpower's Daily Time Record (DTR), whether manual or electronic, shall be certified and verified upon submission of Statement of Account/Billing Statement to the PCC;
- 16. Prepare a semi-monthly schedule of its housekeepers indicating the required eight (8) hours/day duty, from Monday to Saturday, which shall be submitted to the Enduser, through the General Services Division, at least five (5) days before the agreed upon cut-off date;
- 17. Ensure the availability of a reliever housekeeper or messenger in case of an unscheduled absence/leave;
- 18. Require all Personnel to comply with the rules on proper office attire prescribed by the PCC, except for housekeepers, messengers and drivers 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 housekeepers, messengers and drivers, at no cost to the said Personnel and to the PCC;
- 19. Pay the authorized overtime services rendered by the Personnel supported by duly approved authority to render overtime services stating the necessity and urgency of the work to be done and accomplishment report;
- 20. 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.
- 21. Accomplish and submit to the End-user a Confidentiality and Non-Disclosure Agreement as an entity, and require all Personnel including relievers to be deployed to PCC to submit a duly executed Confidentiality and Non-Disclosure Agreement;
- 22. As an employer, comply with its obligation as imposed by applicable labor laws and other related issuances:
- 23. Comply with the requirements of relevant issuances of the DOLE, SSS, HDMF, PHIC and the BIR, as well as Republic Act (RA) No. 9184 or the Government

Procurement Reform Act (GPRA) and its Revised Implementing Rules and Regulations (RIRR);

- 24. 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 and in accordance with the labor advisory on the payment of the 13<sup>th</sup>-month pay to be issued by DOLE;
- 25. As the employer, provide all leave benefits the Personnel may be entitled to under the law:
- 26. 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
- 27. Provide all janitorial supplies, materials, equipment and ornaments as listed in **Annex D**. The Service Provider shall ensure that the equipment to be provided to PCC shall be in good working condition. In case the equipment becomes defective any time within the contract duration, the Service Provider shall replace them within the following week at no cost to PCC.

# V. SCOPE OF SERVICES

The Service Provider shall provide the PCC with the required personnel pursuant to the Manpower Distribution List (Annex A) (the "Personnel").

### VI. WORK ARRANGEMENTS

The Service Provider, as employer of the Personnel, shall ensure that the latter's work schedules may adopt the PCC's policies on flexible work arrangements, the Telecommuting Act, and other relevant rules and issuances. As such, the Service Provider shall issue a separate advisory on work arrangements in connection with work schedule affected by any issuance by the Office of the President or the PCC.

# VII. APPROVED BUDGET FOR THE CONTRACT

The Approved budget for the Contract (ABC) is **Twenty Million Five Hundred Forty-Seven Thousand Nine Hundred Thirty Pesos (PhP20,547,930.00)**, 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.

# Breakdown of ABC per Lot

Description	ABC, PhP
Lot 1: Provision of Manpower Services for General and Administrative Support	16,786,378.00
Lot 2: Provision of Janitorial Services	3,761,552.00
TOTAL	20,547,930.00

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.

For **Lot 2**, the costs for janitorial supplies, materials, equipment, and ornaments are also included in the ABC.

All bid prices for the twelve (12) 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 RA 9184 and its RIRR:

- 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.

### VIII. CONTRACT DURATION

The Contract shall commence upon receipt and acceptance of Notice to Proceed and until 31 December 2024. In the event that the effective date of Notice to Proceed is later than January 1, 2024, a pro-rated adjustment to the contract cost shall be computed from the date of contract effectivity until December 31, 2024.

### IX. CONTRACT RENEWAL

The Contract for Lot 2 – Provision for Janitorial Services may be renewed by the PCC in accordance with the Guidelines on Renewal of Regular and Recurring Services (Appendix 37) of the 2016 Revised IRR of RA 9184.

### X. MODE OF PROCUREMENT

The mode of procurement shall be Competitive Bidding in accordance with the provision of the 2016 RIRR of RA 9184.

### XI. BILLINGS AND PAYMENT SCHEME

- 1. The PCC shall pay the Service Provider upon submission of the following:
  - 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 RA 9184 and its RIRR. The latest issuance of rates shall be applied.

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.

- 2. 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.
- 3. The monthly payment of the services rendered by the personnel shall be based on the Schedule of Prices indicated in **Annex B** (Schedule of Prices for Lot 1), **Annex C** (Schedule of Prices for Lot 2) and **Annex D** (Janitorial Supplies, Tools, Equipment and Ornament).

4. **Service Incentive Leave (SIL).** As provided in Article 95 of the Presidential Decree No. 442, as Amended, or the Labor Code of the Philippines, "every employee who has rendered at least one year of service shall be entitled to a yearly service incentive leave of five days with pay."

The employee should have been in service for twelve (12) months, whether continuous or broken, reckoned from the date the employee started working. The entitlement of the benefit includes authorized absences and paid regular holidays into the computation of the year of service.

The SIL shall be granted to the qualified employee whether in full or pro-rated amount.

On instances wherein the SIL was not disbursed to employees who are not qualified but was collected by the Service Provider from PCC, the Service Provider shall account the undisbursed amount and provide a list to the PCC prior to the submission of the last billing for adjustment of the amount being billed.

5. All payments shall be released and claimed within PCC premises.

# XII. 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.

### XIII. 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 Micaella Shaira R. Javier Administrative Officer II General Human Resource Management Officer II Services Division Human Capital Management Division Reviewed by: Antonia Lynnely L. Bautista Ma. Celeste S. Dizon OIC, Chief Administrative Officer Chief Administrative Officer General Services Division Human Capital Management Division Approved by: Rommel R. Oira OIC, Director IV Administrative Office **CONFORME:** Name & Signature of Authorized Representative **Company Name**

Date

OFFICE	Number	Salary Scale	Position Title
OTC	1	3	Administrative Assistant
OCC-LSD	1	3	Administrative Assistant
OCC-ASD	1	3	Administrative Assistant
OCC-ASD	1	3	Transcriptionist
	1	6	Digital Media Specialist
CKMO-KMD	1	4	Assistant Librarian
	1	3	Administrative Assistant
CKMO-CBAD	1	4	Administrative Officer
ЕО	1	3	Administrative Assistant
MAO	4	3	Administrative Assistant
CEO	4	3	Transcriptionist
CEO	2	3	Administrative Assistant
	2	3	Administrative Assistant
AO-HCMD	1	4	Health and Wellness Officer
	4	4	HRM Assistant
	3	3	Administrative Assistant (for AO-GSD, AO-Records, AO-GSS)
	1	2	Administrative Assistant (AO-GSS)
AO-GSD	1	3	Maintenance Technician
AU-GSD	7	2	Driver
	3	1	Messenger (for AO, CKMO, CEO)
	1	2	Cleaner (Supervisor)
	8	1	Cleaner
FPMO	1	3	Administrative Assistant
TOTAL	51		

Salary Scale	Quantity
6	1
4	7
3	23
2	9
1	11
Total	51

<b>Position Title</b>	Digital Media Specialist
Education	Bachelor's degree in Fine Arts/Design/Advertising/Multimedia Arts, or any related
	field
Experience /	At least one (1) year of experience in an in-house creative department or design firm,
Competencies	particularly in laying out publications, designing digital materials, and photo and
	video editing
	At least four (4) hours of training on Adobe Creative Suite (Photoshop, InDesign,
D-42	After Effects, Premiere or other similar software) and MS Office applications
Duties and Responsibilities	1. Aid in pitching, planning, and creating posts for PCC's official social media
Responsibilities	accounts and website;
	2. Assist in conceptualizing, producing/developing, and executing information,
	education and communication (IEC) materials or campaigns on social and
	digital media to promote awareness of the PCA and the PCC;
	3. Assist in providing informed insights on how to increase social media presence,
	awareness, and effectiveness on PCC's social media platforms;
	4. Assist in providing strategies for PCC to win favorable support from the public through social and digital media;
	5. Assist in identifying and engaging with potential social media influences and representatives that could champion PCC's mission and vision;
	6. Assist in mounting live coverage of PCC-related events and activities, as needed or as requested;
	7. Assist in monitoring feedback of the public towards PCC in social media;
	8. Periodically attend meetings and consultations with PCC officials, as needed;
	9. Submit periodic reports as required summarizing the tasks performed in connection with the job order; and
	10. Perform other related tasks that may be required by the PCC in connection with the fulfillment of the general objective of the job order.

<b>Position Title</b>	Administrative Officer (CKMO-CBAD)
Education	Bachelor's degree
Experience / Competencies	At least 2 years of practical work experience in office administration (experience working with other government agencies will be given priority);  Computer proficiency (Windows, Microsoft Word, Excel, PowerPoint);
	Fluent in English (listening, speaking, reading, writing)
Duties and Responsibilities	<ol> <li>Assist in the preparation, updating, and recalibration of work and financial plans of the Division;</li> <li>Assist in the preparation, updating, and recalibration of project procurement management plans of the Division;</li> <li>Perform other procurement-related work such as facilitation of market sounding, coordination with suppliers and service providers etc.; and</li> <li>Perform other budget-related work such as preparation of reallocation forms, filing of reimbursements, facilitation of cash advances etc.</li> </ol>
	<ol> <li>Records and Data Management</li> <li>Provide day-to-day support for preparation, reproduction and routing of documents, correspondences and reports; and</li> <li>Maintain systematic storage of all CKMO-CBAD IT equipment and provides regular updated on condition of items;</li> <li>Division Activities</li> <li>Schedule meetings and participate in other activities as assigned by the CKMO Director and/or CBAD Chief;</li> <li>Arrange travel itineraries, costs, allowances and other related documents for any official trips of the CKMO-CBAD staff, and facilitate liquidation and reimbursements;</li> <li>Liaise and coordinate with other PCC units, government agencies and other partners; and</li> <li>Any other duties as may be assigned by the CKMO Director/CBAD Chief.</li> </ol>

Position	Human Resource Management (HRM) Assistant
Education	Bachelor's degree in Psychology, Behavioral Science, Human Resource Management or any other related course
Experience / Competencies	At least one (1) year of experience in one or a combination of following: human resources, organizational development, personnel administration / management, competency-based recruitment process, quality management and other related disciplines
Duties and Responsibilities	<ol> <li>Receive, record, route and/or file incoming and outgoing documents of the team;</li> <li>Assist in all HR and administrative tasks of the team;</li> <li>Update and maintain HR records;</li> <li>Draft transmittal and other simple correspondences;</li> <li>Coordinate with other offices on matters related with the team's functions;</li> <li>Update and maintain 201 file in relation to the team's function;</li> <li>Provide secretariat functions;</li> <li>Perform any other duties as may be assigned.</li> </ol>

Position	Assistant Librarian
Education	Bachelor's degree in Library Science or any other related course
Experience /	At least one (1) year relevant experience
Competencies	
<b>Duties and</b>	1. Assists in acquisition and selection of the library resources which
Responsibilities	<ul> <li>includes books, e-books, print and online subscriptions, and multimedia materials, among others;</li> <li>2. Assists in organizing library resources which includes cataloging, classifying, and indexing of books, e-books, journals, magazines, training resources, newspapers, and multimedia materials, etc.;</li> <li>3. Assists in circulation of library resources (borrowing, returning,</li> </ul>
	renewing of resources); 4. Provide assistance to internal and external library users such as finding/locating resources and teaching how to use e-resources
	<ul><li>and OPAC/ILS; and</li><li>5. Perform other related tasks that may be assigned from time to time.</li></ul>

Position	Administrative Assistant
Education	Completion of at least two (2) years in college
Experience /	Preferably with at least one (1) year of experience in one or a combination of office
Competencies	procedures/administration/quality management and other related disciplines
<b>Duties and</b>	
Responsibilities	1. Receive / record / route / file incoming / outgoing documents of the division;
	2. Establish and maintain division/office document management system;
	3. Provide support for preparation, reproduction and monitoring of documents,
	correspondences and reports;
	4. Liaise and do messengerial tasks with other PCC units, government agencies
	and other partners on administrative and logistical matters;
	5. Ensure the supply of office materials and prepare requisitions/purchase orders
	for the division/office expenditures;
	6. Schedule meetings and participate in other activities as assigned;
	7. Perform budget and procurement-related tasks;
	8. Arrange travel itineraries, cost allowances, and other related documents for any
	official trips of the division/office; and
	9. Perform any other duties as may be assigned.

Position	Administrative Assistant (AO-General Support Services)
Education	At least high school graduate
Experience /	Preferably with at least one (1) year of experience in one or a combination of office
Competencies	procedures / administration / facility maintenance and other related disciplines;
<b>Duties and</b>	
Responsibilities	1. Provide assistance or support to the day-to-day activities and documentation in the facility maintenance services, among others.
	2. Receive / record / route / file incoming / outgoing documents relative to the facility maintenance of the office;
	3. Provide support for preparation, reproduction and monitoring of documents, correspondences and reports;
	4. Provide assistance to the Maintenance Technician on the installation, repair and restoration works related to mechanical, electrical, plumbing, carpentry and air-conditioning works as the need arises;
	5. Provide assistance to the Maintenance Technician in the operation and maintenance of Audio-Visual equipment such as microphones, speakers, amplifiers and other related components.
	6. Liaise and do messengerial tasks with other PCC units, government agencies and other partners on administrative and logistical matters;
	7. Perform other tasks as may be required by the GSD's CAO/SAO and other Administrative Officers.

Position	Administrative Assistant (HCMD)
Education	Completion of at least two (2) years in college
Experience /	Preferably with at least one (1) year of experience in handling administrative and
Competencies	clerical functions.
<b>Duties and</b>	
Responsibilities	<ol> <li>Receive / record / route / file incoming / outgoing documents of the division;</li> <li>Maintain the records management of the division;</li> <li>Provide support for preparation, reproduction and monitoring of documents, correspondences and reports;</li> <li>Liaise and do messengerial tasks with other PCC units, government agencies and other partners on administrative and logistical matters;</li> <li>Ensure the supply of office supplies and materials and prepare requisitions/purchase orders for the division;</li> <li>Arrange and schedules meetings;</li> <li>Perform any other duties as may be assigned.</li> </ol>

Position	Administrative Assistant - CompBen
Education	Completion of at least two (2) years in college
Experience /	Preferably with at least one (1) year of experience in handling
Competencies	
<b>Duties and</b>	
Responsibilities	1. Receive / record / route / file incoming / outgoing documents of the
	ComBen Team;
	2. Maintain the records management related with ComBen;
	3. Provide support for preparation, reproduction and monitoring of
	documents, correspondences and reports;
	4. Assist in the initiatives of programs of the team;
	5. Process payment of overtime services and assist in the processing
	of JO salaries;
	6. Arrange and schedules meetings; and
	7. Perform any other duties as may be assigned.

Position	Administrative Assistant (GSD-Records Unit)
Education	Completion of at least two (2) years in college
Experience /	Preferably with at least one (1) year of experience in one or a combination of
Competencies	office procedures/administration/quality management and other related disciplines
<b>Duties and</b>	
Responsibilities	Handle incoming and outgoing documents.
	2. Route documents to the concerned PCC Office/s.
	3. Encode data in the PCC-Records Document Management System (DMS),
	Electronic Records Management System (ERMS), and other necessary online
	channels.
	4. Ensure that documents are ready for delivery by packing them in a safe
	manner.
	5. Process and transmit documents to the appropriate courier service provider/s or the indicated addressee/s.
	6. File and organize documents in its appropriate storage.
	7. Scan and upload necessary documents in the appropriate online platforms.
	8. Coordinate with internal and external stakeholders when necessary.
	9. Provide assistance to Cashier Unit on:
	a. Perform liaisons and messengerial services to LBP and other
	government agencies; and
	b. Remit payment to GSIS, HDMF, and suppliers.
	5. Perform other related tasks or activities that may be assigned from time to
	time.

Position	Transcriptionist
Education	Completion of 2 years college studies
Experience /	1 year of relevant experience
Competencies	
<b>Duties and</b>	1. Under general supervision, records court proceedings and transcribes notes
Responsibilities	as directed by the Rules of Court;
	2. Take down and transcribes in final form dictations of the Justices;
	3. Review and proofread transcripts and records to ensure the accurate use of
	language;
	4. Attend court sessions and pre-trial conferences of the Division where he/she
	is assigned and takes down in stenographic notes all the proceeding that
	transpires therein;
	5. Perform administrative tasks such as organizing and filing of legal
	documents;
	6. Does other related work as direct by superiors.

Driver
At least high school graduate
Preferably with at least one (1) year experience in driving passenger vehicles; A
valid professional driver's license is required; Knowledgeable in auto-mechanical
background is preferred.
1. Perform driving assignments for PCC officials and employees including out
of town trips;
2. Accomplish vehicle inspection checklists before and after every trip (i.e.
check battery, lights, oil, water, brake, air, gas, engine, tire, and self) and
ensure that tools are secured and available;
3. Prepare and accomplish job repair requests on the proper upkeep and
maintenance of assigned vehicles (e.g. car wash, tire vulcanizing service,
parts replacement, etc.);
4. Always exercise defensive driving during trips;
5. Prepare and accomplish necessary reports of accomplishment on fuel / oil
consumption and distance travelled and maintain a file thereof;
6. Prepare and accomplish trip tickets with attached supporting documents such
as fuel slips, toll and parking receipts for submission to the assigned GSD
Administrative Officer; 7. Maintain an updated history of vehicle repairs;
8. Pick up, transport, assist in loading and unloading of supplies, materials,
equipment, and other important items of passengers, if necessary or required;
9. Assist in the renewal of registration with the Land Transportation Office of
assigned vehicle;
10. Provide administrative assistance (i.e. photocopying, delivery of documents
to other offices, distribution of supplies/equipment, etc.) when not
performing driving assignments; and
11. Perform other related tasks or activities that may be assigned from time to
time.

Position	Messenger
Education	At least High School graduate
Experience /	Preferably with at least one (1) year of experience in one or a combination of
Competencies	office procedures/administration/quality management and other related disciplines
<b>Duties and</b>	
Responsibilities	1. Determine destinations by referring to addresses on the documents.
	2. Ensure that documents or messages are delivered in a time efficient manner.
	3. Handle documents with care especially ones that are marked "fragile and confidential".
	4. Ensure that documents are ready for delivery by packing them in a safe manner.
	5. Reconcile documents at recipient's location.
	6. Maintain communication with destination and point of departure.
	7. Ensure the highest degree of security of shipment with confidentiality.
	8. Take recipient's signature of the receipt and compare with original signature on identification card.
	9. Understand privacy rules and not tamper with document.
	10. Maintain records of daily visits in the log book.
	11. Sort deliverable items in accordance to delivery route in order to ensure
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	<ol> <li>confidential".</li> <li>Ensure that documents are ready for delivery by packing them in a safe manner.</li> <li>Reconcile documents at recipient's location.</li> <li>Maintain communication with destination and point of departure.</li> <li>Ensure the highest degree of security of shipment with confidentiality.</li> <li>Take recipient's signature of the receipt and compare with original signature on identification card.</li> <li>Understand privacy rules and not tamper with document.</li> <li>Maintain records of daily visits in the log book.</li> </ol>

Position	Health and Wellness Officer					
Education	Degree in Nursing, Psychology, Public Administration, Business					
	Administration, Education, and other allied course.					
Experience /	With at least 1-year related experience in employee in implementing					
Competencies	wellness (H&W) programs/initiatives, and administrative functions					
Training	First Aid					
	Basic Occupational Safety and Health or other related training; and/or					
	Clerical-Administrative related training					
<b>Duties and</b>						
Responsibilities	1. Receive, record, route, file incoming and outgoing documents related					
	with ER;					
	2. Assist the retainer doctor in providing medical services to the employees;					
	3. Formulate, implement and evaluate H&W initiatives;					
	4. Prepare reportorial requirements;					
	5. Coordinate with agencies and entities related with H&W					
	6. Administer first aid response to employee and refers to the retainer doctor					
	for appropriate action;					
	7. Conduct inventory of H&W related supplies and ensure availability of					
	supply; and					
	8. Performs other functions that may be assigned.					
	, c					

<b>Position Title</b>	Maintenance Technician
Education	At least Vocational Course Graduate / 2 year-course Graduate in any related field
Experience /	Preferably with at least one (1) year of experience in facility and building
Competencies	maintenance service
Duties and Responsibilities	<ol> <li>Conduct daily inspection and maintenance of the PCC facilities, property and equipment;</li> <li>Prepare job repair requests and maintenance reports to be submitted to the GSD Administrative Officer assigned in the office and facility maintenance as needed;</li> <li>Perform any installation, repair and restoration works related to mechanical, electrical, plumbing, carpentry and air-conditioning works as the need arises;</li> <li>Provide assistance in the operation and maintenance of audio-visual equipment such as microphones, speakers, amplifiers and other related components.</li> <li>Perform other tasks as may be required by the GSD Chief and other Administrative Officers.</li> </ol>

Position	Cleaner (Supervisor)
Education	At least High School graduate
Experience /	Preferably with at least six (6) months of experience in one or a combination
Competencies	cleaning service, janitorial or office maintenance service with monitoring function.
<b>Duties and</b>	
Responsibilities	1. Supervise the cleaners in carrying out their duties and responsibilities.
	2. Submit reports on all untoward incidents related to cleanliness, orderliness and sanitation;
	3. Report all defective plumbing fixtures such as lavatory faucets, water closets, urinals, flushers, fire hydrant, electrical lights etc; and
	4. Report immediately any lost and found items, suspicious bags/packages left by visitors / employees within the PCC premises;
	5. Monitor attendance of cleaners and relievers for absent cleaners;
	6. Arrange documents such as, but not limited to, Billing Statement of the Service Contractor for drivers, messengers ang cleaners;
	7. Assist in the maintenance of sanitation and cleanliness of PCC Offices, including its facilities, as needed, in accordance with the requirements and the cleaners' duties and responsibilities; and
	8. Perform other related tasks or activities that may be assigned from time to time.

Position	Cleaner				
Education	At least High School graduate				
Experience /	Preferably with at least six (6) months of experience in one or a combination				
Competencies	cleaning service, janitorial or office maintenance service.				
<b>Duties and</b>					
Responsibilities	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; and				
	g. Cleaning and sanitizing toilet and washroom inside PCC office, including the use of special disinfectant agents in wash basins, urinals and toilet				
	bowls. Refilling and cleaning liquid, soap dispensers, deodorizers in the				
	urinals and toiler 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. Conduct grease trap maintenance located in the pantry at least once a week;				
	e. Rendering overtime services with pay as necessary or required by PCC; and				
	f. Perform other related tasks or activities that may be assigned from time to				
	time.				

Provision of Manpower and Janitorial Services for the Philippine Competition Commission for CY 2024

Lot 1: Provision of Manpower Services for General and Administrative Support

ANNEX "B"

# SCHEDULE OF PRICES

Position	Digital Media Specialist	Health and Wellness Officer	HRM Asssistant	Assistant Librarian	Administrative Officer	Administrative Assistant	Maintenance Technician	Transcriptionist	Administrative Assistant	Driver	Messenger
	Salary Scale 6	Salary Scale 4	Salary Scale 4	Salary Scale 4	Salary Scale 4	Salary Scale 3	Salary Scale 3	Salary Scale 3	Salary Scale 2	Salary Scale 2	Salary Scale 1
	5 days/week	5 days/week	5 days/week	5 days/week	5 days/week	5 days/week	5 days/week	5 days/week	5 days/week	5 days/week	5 days/week
Employee's Rate Per Day	1,534.99	1,139.54	1,139.54	1,139.54	1,139.54	909 10	909.10	909.10	755.40	755.40	712.46
I. Amount Payable to the Employee											
Basic Pay	33,386.00	24,785.00	24,785.00	24,785.00	24,785.00	9	19,773.00	19,773.00	16,430.00	16	15,496.00
Service Incentive Leave	639.58	474.81	474.81	474.81	474.81		378.79	378.79	314.75		296.86
13th Month Pay	2,782.17	2,065.42	2,065.42	2,065.42	2,065.42	1,647.75	1,647.75	1,647.75	1,369.17	1,369.17	1,291.33
Sub-Total	36,807.75	27,325.23	27,325.23	27,325.23	27,325.23	21,799.54	21,799,54	21,799.54	18,113.92	18,113.92	17,084.19
II. Amount Payable to the Government:											
Pag-ibig Contribution	100.001	100.001	100.001	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
SSS Contribution	2,850.00	2,375.00	2,375.00	2,375.00	2,375.00		1,900.00	1,900.00	1,567.50	1,567.50	1,472.50
PHIC <sup>2</sup>	834.65	619.63	619.63	619.63	619.63	494.33	494.33	494.33	410.75	410.75	387.40
ECC	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Sub-Total	3,814.65	3,124,63	3,124.63	3,124.63	3,124,63	2,524.33	2,524.33	2,524.33	2,108.25	2,108.25	1,989.90
III. Total Amount Payable to Employee and the Government	40,622.40	30,449.86	30,449.86	30,449.86	30,449.86	24,323.87	24,323.87	24,323.87	20,222.17	20,222,17	19,074,09
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 per position	1	-	4	1	-	17	1	5	-	7	3
IX. No. of months required	12	12	12	12	12	12	12	12	12	12	12
X. TOTAL COST PER POSITION											
7											
i otal Personnel Cost (12 months with 42 pax)											
Total Personnel Cost with Overtime (10% of the Total Personnel Cost)											
Grand Total											

#### Provision of Manpower and Janitorial Services for the Philippine Competition Commission for CY 2024

#### Lot 2: Provision of Janitorial Services

ANNEX "C"

#### SCHEDULE OF PRICES

Position	Cleaner (Supervisor)	Cleaner
	Salary Scale 2	Salary Scale 1
	6 days/week	6 days/week
Employee's Rate Per Day	744.43	702.11
I. Amount Payable to the Employee	40.447.00	40.040.00
Basic Pay	19,417.32	18,313.36
Service Incentive Leave	310.18	292.55
13th Month Pay	1,618.11	1,526.11
Sub-Total Sub-Total	21,345.61	20,132.02
II. Amount Payable to the Government:	400.00	400.00
Pag-ibig Contribution	100.00	100.00
SSS Contribution	1,852.50	1,757.50
PHIC <sup>2</sup>	485.43	457.83
ECC	30.00	30.00
Sub-Total	2,467.93	2,345.33
III. Total Amount Payable to Employee and the Government	23,813.54	22,477.35
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 per position	1	8
IX. No. of months required	12	12
X. TOTAL COST PER POSITION		
Total Personnel Cost (12 months with 9 pax)		
Provision of Overtime (10% of the Total Personnel Cost)		
Cleaning Supplies & Ornamentals Provision Cost (inclusive of all applicable government taxes)		
Grand Total		

## JANITORIAL SUPPLIES, TOOLS, EQUIPMENT, AND ORNAMENT Lot 2: Provision of Janitorial Services

		JANITORIAL SUPPLIES AND TO	DLS				
A.	I.	Monthly: (Shall be delivered 1st w	eek of every month)				
	No.		Description	Quantity	Unit of Measure	Unit Price	TOTAL
	1	All Purpose Liquid Cleaner		4	Gallon		
	2	Bleaching Solution/Disinfectant		3	Gallon		
	3	Toilet Bowl Cleaner		1	Gallon		
	4	Liquid Hand Sanitizer	Scented; antibac/germicidal; 500 ml	22	Piece		
	5	Dishwashing Liquid	With dispenser; Antibac	5	Gallon		
	6	Carpet Shampoo		5	Gallon		
	7	Fabric Conditioner		3	Gallon		
	8	Toilet Deodorizer	With holder	10	Piece		
	9	Air Freshener		5	Piece		
	10	Flannel Rags	Rectangular - 12"x18"	6	Piece		
	11	Sponge	Combination of scrubbing pad and foam - regular size	15	Piece		
	12	Garbage Bag	XXL - Clear	400	Piece		
	13	Garbage Bag	Small - Clear	300	Piece		
	14	Glass Cleaner		1	Gallon		
	15	Liquid Hand Soap	Scented; antibac/germicidal; 500 ml	6	Piece		
	16	Furniture Polish	Shines furniture, cabinets, counter tops, Vinyl and Leather; 350 ml	2	Piece		
	17	Furniture Liquid Cleanser		2	Gallon		
		Floor Cleaner		1	Gallon		
	19	Metal Polish	Regular Size	1	Piece		
	20	Detergent Powder Soap	For cloth cleaning	1	Kilogram		

/	A.II.		Quarterly: (Shall be delivered 1st wee	k of every quarter)				
		No.	Items	Description	Quantity	Unit of Measure	Unit Price	TOTAL
		1	Buffing Pad		6	Piece		
		2	Soft Broom	Standard Size	4	Piece		
		3	Hand Gloves	Heavy duty	9	Pair		
		4	Polishing Pad		8	Piece		
		5	Stripping Pad		4	Piece		
		6	Mop Head	Heavy duty	8	Piece		
		7	Spray Bottle	Plastic; 500 ml	8	Piece		

A.III.		Semesterly: (1st Semester: Shall be d	elivered 1st week after receipt of	NTP; 2nd Semest	er: Shall be delivered	1st week of the	semester)
	No.	Items	Description	Quantity	Unit of Measure	Unit Price	Total
	1	Toilet Bowl Pump	Standard size	3	Piece		
	2	Push Brush	Standard size	3	Piece		
	3	Stick Broom	Standard size	5	Piece		
	4	Pail	Plastic; 10 Liters	4	Piece		
	5	Glass Squeegee	Large with handle	6	Piece		
	6	Dustpan	Plastic; Standard Size	3	Piece		
	7	Mop Handle	Alumuminum handle	3	Piece		
	8	Bowl brush	Standard size	3	Piece		
	9	Feather Duster	Standard size	4	Piece		

В.		EQUIPMENT				
		(Shall be delivered within 15 days upon receipt of NTP)				
	No.	Items	Quantity	Unit of Measure	Unit Price	Total
	1	Heavy Duty Floor Polisher with Accessories	1	Unit		
	2	Heavy Duty Extension Cord	3	Unit		
	3	Mop Squeezer with wringer	3	Unit		
	4	Wet and Dry Vacuum	3	Unit		
	5	Aluminum Ladder (A-Type)	1	Unit		
	6	Carpet Polisher	2	Unit		
	7	Carpet Blower Machine	2	Unit		
		Caution or Safety Sign (A-Type; e.g., Wet Floor, etc.)	5	Unit		·
	9	Garbage Receptacle/Trash Bin	3	Unit		

C.			ORNAMENT (Indoor Ornamental Plants including Maintenance)						
			Shall be delivered within 20 days upon receipt of Notice to Proceed 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 for PCC approval.						
		No.	Items	Quantity	Unit of Measure	<b>Unit Price</b>	Total		
		1 I	Corner Plants / Large Dish Plants with ceramic, terra-cotta or clay pots	25	pots				
		2 I	Tabletop / Flowering Plants with ceramic, terra-cotta or clay pots	25	pots				
		3	Reception Flowering Plants with Ceramic Pots	15	pots				

## Section VIII. Checklist of Technical and Financial Documents

### **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

<u>Legal Do</u> (a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;						
	al Documents						
(b)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether						
(c)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the						
(d)	relevant period as provided in the Bidding Documents; <u>and</u> Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>						
(e)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-						
(f)	sales/parts, if applicable; <u>and</u> Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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.						
<u>Financia</u>	Financial Documents						
(g)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.						
Class "B" Documents							
(h)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> 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.						
	IAL COMPONENT ENVELOPE						
(i) (j)	Original of duly signed and accomplished Financial Bid Form; <b>and</b> Original of duly signed and accomplished Price Schedule(s).						

Other do	cumentary requirements under RA No. 9184 (as applicable)
(k)	[For foreign bidders claiming by reason of their country's extension of
	reciprocal rights to Filipinos] Certification from the relevant government
	office of their country stating that Filipinos are allowed to participate in
	government procurement activities for the same item or product.
(1)	Certification from the DTI if the Bidder claims preference as a Domestic
	Bidder or Domestic Entity.

