

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

PROCUREMENT OF JANITORIAL SERVICES FOR UPVTC

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



UNIVERSITY OF THE PHILIPPINES VISAYAS TACLOBAN COLLEGE

Magsaysay Boulevard, Tacloban City 6500
Telefax (053) 832-2897



INVITATION TO BID FOR **PROCUREMENT OF JANITORIAL SERVICES FOR UPVTC** (IB No. 2021-02)

1. The *University of the Philippines Visayas Tacloban College*, through the *Fund 164 2020 Excess Income* intends to apply the sum of **One Million Nine Hundred Fifty-Four Thousand Eight Hundred Thirty Pesos and 64/100 (₱1,954,830.64)** being the ABC to payments under the contract for *Procurement of Janitorial Services for UPVTC (IB No. 2021-02)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *University of the Philippines Visayas Tacloban College* now invites bids for the above Procurement Project. Delivery of the Goods is required by *a period of one (1) year*. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *UPV Tacloban College* and inspect the Bidding Documents at the address given below during *Monday to Friday, 8:00am to 5:00pm*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *23 September 2021 to 13 October 2021* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Two Thousand Pesos (₱2,000.00)*. Prospective bidders may email the scanned copy of deposit slip or confirmation slip as proof of payment for the fees. Please see **Annex 1** (page 51) for bank details and further payment instructions.

6. The *UPV Tacloban College* will hold a Pre-Bid Conference¹ on **01 October 2021 at 1:30 PM** through video conferencing via Zoom, which shall be open to prospective bidders.

Prospective bidders are advised to register early using their working email address by filling out the registration form which can be accessed in this link: <https://up.edu.zoom.us/meeting/register/tZcsc-GsqDIpGtDE46KF5gDQay2uoVsHvwZX>

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **13 October 2021 at 1:30 PM**. 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 **13 October 2021 at 1:30 PM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Maximum of one (1) representative per bidder is allowed to attend the Submission and Opening of Bids. All bidders' representative who choose to attend shall follow the College's health and safety protocols and must present their updated health certificate (within 7 calendar days before the opening of bids) and/or Tacloban City QR code.
11. The *UPV Tacloban College* 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:

Delfin P. Aledro Jr./Euva Anna B. Pascasio
BAC Secretariat
UPV Tacloban College
Magsaysay Blvd., Tacloban City 6500
spsso.tac.upvisayas@up.edu.ph
Telefax No. (053) 832-2897

13. You may visit the following websites:

For downloading of Bidding Documents: ***tac.upv.edu.ph***

23 September 2021

ARVIN L. DE VEYRA
BAC Chairperson

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *UPV Tacloban College* wishes to receive Bids for the *Procurement of Janitorial Services for UPVTC*, with identification number *IB No. 2021-02*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed one lot, 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 2021 in the amount of *One Million Nine Hundred Fifty-Four Thousand Eight Hundred Thirty Pesos and 64/100 (P1,954,830.64)*.

2.2. The source of funding is:

Fund 164 – 2020 Excess Income

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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. 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 through videoconferencing 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 *three (3) 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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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) days from date of opening of bids*. 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

² 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.

must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 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 may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Supply and delivery of janitorial services</i> b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>UPV Tacloban College</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>Thirty-Nine Thousand Ninety-Six Pesos and 61/100 (P39,096.61)</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>Ninety-Seven Thousand Seven Hundred Forty-One Pesos and 53/100 (P97,741.53)</i>, if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one (1) original copy of the first and second components of its Bid. The second envelope (the financial proposal) should be for each item</p> <p>The Procuring Entity requests for two (2) additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.</p>
19.3	<i>Not applicable.</i>
20.2	<i>No further instructions.</i>
21.2	<i>Not applicable.</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p><i>Refer to the attached Terms of Reference.</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>University of the Philippines Visayas Tacloban College</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Ar. Roan Jane S. Abrajano</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the 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
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <p><i>Payment by UPVTC to the Service Provider shall be on a monthly basis upon submission of billing statement and acceptance of output of the Service Provider in compliance with the provision of labor laws, rules and regulations.</i></p>
4	<p>The inspections and tests that will be conducted are:</p> <p><i>The inspections and tests will be conducted by the Campus Development and Maintenance Office.</i></p>

Section VI. Schedule of Requirements

(AS PER ATTACHED TERMS OF REFERENCE)

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

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

Specification	Required Documentary Evidence	Statement of Compliance
Eight (8) janitorial personnel on a 44-hour (5.5 days) shift per personnel per week.		
Contract period: One (1) year		
<i>Please see “Terms of Reference” for the following:</i>		
I. Schedule of Work		
II. Guide on Daily Schedule of Activities from Monday to Saturday		
III. Minimum Requirements of Supplies and Materials (consumables)		
IV. Minimum List of Equipment Needed (service provider’s property)	Pictures of equipment Proof of ownership of equipment	
V. Janitorial Services Assignment		
VI. Specific Provisions		
<i>Based on the TOR, the following are specifically required and the bidder would need to submit the appropriate documentary evidence:</i>		
1. Must be a duly licensed and registered Service Contractor per DOLE Department Order No. 174 series of 2017	Certificate of Registration from DOLE	
2. Must present a Client Satisfaction rating of at least Very Satisfactory (VS) from at least 3 government agencies or private entities, with whom the contractor has past or ongoing contract.	Certification from at least 3 government agencies or private entities.	
3. Qualifications of janitors and supervisor	Biodata Five (5) TESDA Certificate on Housekeeping (for janitors assigned in buildings) Three (3) TESDA Certificate on Gardening or Agency Certification	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding

calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- (n) Original of duly signed and accomplished Price Schedule(s) (*page 48*).

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



University of the Philippines
TACLOBAN COLLEGE
 Tacloban City

Administrative Services

CAMPUS DEVELOPMENT AND MAINTENANCE OFFICE

Section

TERMS OF REFERENCE

Project : Procurement of Janitorial Services for UPVTC
Duration : 12 Months
ABC : **1,954,830.64**

INTRODUCTION

The maintenance and upkeep of various building and facilities of UPV Tacloban College is essential; however, the University lacks the regular manpower to accomplish the task. We therefore propose to enter into an agreement with an agency engaged in providing janitorial services.

The Campus Development and Maintenance Office (CDMO) will oversee and evaluate the performance of the service provider and shall see to it that the approved Maintenance Plan is properly and strictly implemented. The agency thus, ensures that the University is provided with adequate janitorial services for five (5) days and half day on Saturdays or 44 hours a week.

I. SCHEDULE OF WORK

WORK ACTIVITIES	DAILY	WEEKLY	MONTHLY	QUARTERLY
1. Cleaning of rooms and offices	X			
a. Sweeping of floors	X			
b. Dusting and disinfection of tables, chairs, shelves, cabinets, printers, desktop computers, electric fan, water dispenser, switches, outlet casing, and doorknobs		X		
c. Dusting of jalousies and glass windows from mist, dust, and other dirt without using pressure sprayer	X	X		
d. Mopping of floor and wall stains				

e. Removal of cobwebs at ceilings and walls				
2. Cleaning of Comfort Rooms using adequate and effective cleaning agent except muriatic acid to include: a. Brushing of tiles b. Cleaning of toilet bowls and lavatory c. Checking of defective plumbing fixtures and leakage in water closets and faucets and record on log book provided d. Disinfection of faucet, door knobs, and door handles e. Disinfection of toilet using zonrox or equivalent f. Cleaning of water closets using effective cleaning agents	X X X X		X X	
3. Reporting defective doorknobs, door locks, electrical switches, electrical outlets, glass windows, whiteboards, blackboards, glass boards, aircons, lights. Ceiling fans, platform, chairs, & table.	X			
4. Cleaning of hallways, lobbies and stairs a. Mopping and sweeping of floors b. Dusting of railings and balusters c. Removal of cobwebs at ceilings and walls	X X		X	
5. Collection of solid wastes a. Collection of segregated solid wastes in every room and hallway b. Proper disposal of solid waste into segregated collection	X X			

container assigned to every area				
6. Cleaning of one (1) meter easement area from the perimeter wall of each building from plastics, papers, bottles, grass and weeds, and other organic wastes	X			
7. Watering of plants	X			
8. Application of floor wax		X		
9. Floor polishing every after application of floor wax		X		
10. Trimming of grasses and plants within the one (1) meter easement		X		
11. Cleaning of carpets and rugs with vacuum cleaner		X		
12. Cleaning of venetian blinds			X	
13. Washing & shampooing of carpets and rugs				X
14. Washing of curtains			x	
15. Planting of ornamental plants within the one (1) meter easement area as prescribed by CDMO.				X
16. Application of grease/oil on door and window hinges			X	
17. Cleaning of building roofs and gutters				X
18. Augment CDMO personnel in special clearing activities that may be called for from time to time				X

The above mentioned schedule of work is a minimum requirement only. This will serve as a guide to the agency in assigning work to the janitors. In general, the university expects that the janitorial agency must see to it that buildings are kept clean and well maintained at all times. There should be no presence of cobwebs on ceiling and walls, no rust or molds forming on walls, rooms, lavatory, and other facilities are well kept, toilets are free from foul odors, windows and jalousie are free from dust and floor are shiny and clean.

II. GUIDE ON DAILY SCHEDULE OF ACTIVITIES FROM MONDAY THRU SATURDAY

TIME	ACTIVITIES
6:00AM-8:00AM	Sweeping of floors Dusting of tables, chairs, shelves, and cabinets Cleaning of toilets Mopping of floors as often as necessary
8:00AM-9:00AM	Cleaning of hallways and stairs
9:00AM-10:00AM	Cleaning and mopping of floors of toilets as often as necessary
1:00PM-2:00PM	Office messengerial services
2:00PM-4:00PM	Checking/cleaning of toilets, hallways, and easement areas
4:00PM-5:00PM	Collection and disposal of segregated solid waste. Closing of windows & doors
8:00AM-12:00NN	Schedule of sanitation and disinfection of offices and exterior areas of buildings and offices including common areas such as; entrance gate and walkways
Note: Application of floor wax and spraying of insecticide must not be done during office hours	

III. MINIMUM REQUIREMENTS OF SUPPLIES AND MATERIALS (consumables)

The Agency shall ensure delivery in amounts or number sufficient enough for scheduled cleaning activities. In the event that there are insufficient cleaning materials delivered, UPVTC may buy the same, subject to deduction from the total amount due to Agency.

The Agency shall equip its personnel with the necessary materials and supplies such as but not limited to the following:

Table 1: Supplied Monthly

<i>Quantity</i>	<i>Unit</i>	<i>Particular</i>
6	packs	Antibac Powder soap,(1000 grams)
6	Packs	Cleanser powder
1	Kilo	Chlorine
12	Gal.	Traffic liquid grade wax (white)
2	Liters	Muriatic Acid
30	Pcs.	Toilet deodorant cake
4	liters	Fabric conditioner Antibac
2	Gal.	Liquid bleach
30	bottles	Antibac Liquid Sanitizer
1	bottles	Liquid sosa
20	bottles	Antibac Liquid hand soap (500ml)
2	liters	Glass cleaner
2	can	Furniture cleaner, aerosol,300ml

2	Pcs.	Sand paper # 120
12	rolls	Tissue paper, 2 ply sheets, 150 pulls, 100mm
3	cans	Insecticide, aerosol type,600ml
2	bottles	All purpose oil, big
84	pcs.	Garbage black bag, jumbo size
11	packs	Garbage black bag, medium
12	can	WD40, rust remover
44	pcs.	Disposable isolation full body protective clothing for disinfection
11	Pcs.	Face shield
2	boxes	Rubber gloves
2	boxes	Surgical face mask

Table 2: Supplied Quarterly

<i>Quantity</i>	<i>Unit</i>	<i>Particular</i>
6	Pcs.	Soft broom
6	Pcs.	Stick broom
6	Pc.	Hand brush
6	Pcs.	Scrubbing pad
6	Pcs.	Plastic brush with wooden handle
6	Pcs.	Mop head
6	Pcs.	Heavy duty toilet brush
6	Pcs.	Heavy duty toilet pump

Table 3: Supplied upon commencement of work

<i>Quantity</i>	<i>Unit</i>	<i>Particular</i>
6	Pcs.	Glass squeegee
6	Pcs.	Hand sprayer
12	Pcs.	Dustpan
6	pcs.	Bolo
12	Pcs.	Mop handle
6	Pcs.	Heavy duty garden scissor cutter, long)
4	pcs.	Rain coat
4	pairs	Rain boots
8	pcs.	Plastic spray gun
5	units	Jungle bolo (Sundang)
6	units	Rake (big) heavy duty
4	units	Shovel (pointed, big)

Delivery of supplies/equipment shall be every 5th day of the month prior to the intended month of use of the same (i.e. supplies for May, 2021 must be delivered on or before April 5, 2021). In case the delivery day falls on Saturday, Sunday or a Holiday, the delivery must be done in advance (i.e. April 5, 2021 is a Sunday, then the delivery shall be done on April 1, 2021), except during unexpected calamities or when there is fortuitous event. In case, of off-setting of materials, equipment or supplies as may be requested by the UPVTC, the list

of the monthly supplies for delivery shall be provided to the AGENCY by the UPVTC at least 15 days prior to the scheduled delivery as stated on the first paragraph of this item, otherwise, the list as provided in the table of this TOR will automatically be the prevailing list of supplies for delivery.

Non-delivery by the AGENCY on the agreed schedule of both parties will incur a penalty of 1/10 of 1% in everyday of delay of the total cost of the undelivered items or reduction of its total cost to the billing period applicable whichever is beneficial to UPVTC.

Incomplete delivery of materials/supplies on set schedule as provided under Table 1 & 2 of this TOR will incur a penalty of 1/10 of 1% of the total contract price for every day of delay. The total cost of the materials not delivered until the last working day of the applicable delivery month plus the incurred penalties shall be deducted on the applicable billing period.

IV. MINIMUM LIST OF EQUIPMENT NEEDED (service provider's property)

<i>Quantity</i>	<i>Unit</i>	<i>Particular</i>	<i>Specification</i>
2	units	Floor Polisher	Heavy Duty, 20" dia.
2	units	Vacuum cleaner	Heavy duty, wet and dry vacuum cleaner
2	units	Mop squeezer	Heavy duty
1	units	Ladder	Heavy duty
2	units	Buggy/ Garbage cart	Two-wheel; heavy duty
4	units	Grass cutter	Heavy duty

V. JANITORIAL SERVICES ASSIGNMENT

CLUSTER I

ASSIGNMENT	AREA (sq. m.)	Toilet Bowls	Urinals	Lavatories	No. of Janitors	No. of Janitress
Arts and Sciences Academic Complex - Ground floor and 2 nd floor classroom, hallways and comfort rooms - 2 nd floor DH/DSS Faculty room and hallways - College Conference hall hallways/stairs and comfort rooms	1,633.00	17	3	19	1	0
Division of Natural Sciences and Mathematics (DNSM) Complex - Laboratory rooms, Faculty rooms, Division chairs' office, Natural History Museum, Herbarium room, Wet Lab., Dry Lab, Student Lounge, 2 Classroom container van, hallways and comfort rooms	940.00	10	4	31	1	0
Sub-Total Cluster 1	2,573.00	17	3	50	2	0

CLUSTER 2

ASSIGNMENT	AREA (sq. m.)	Toilet Bowls	Urinals	Lavatories	No. of Janitors	No. of Janitress
Division of Management Complex - Ground and 2 nd floor classrooms, conference rooms, Faculty rooms, computer laboratory rooms, hallways, and comfort rooms	1,678.00	15	4	11	1	0
Two (2) BL Building, LSHC and TLRC - REIS, TLRC Ground and 2 nd floor classrooms, computer laboratory rooms, lecture rooms, hallways, faculty room and comfort rooms	1,365.32	7	2	9	1	0
OSA, Clinic, Library ground floor - Computer laboratory rooms, PE room, Humanities lab, Psychological testing room, GDP / OASH offices, HSU, 3 rd floor multi-purpose hall, stairs, hallways and comfort rooms	1,863.29	15	6	15	0	1
Sub-Total Cluster 2	4,906.61	37	12	35	2	1

CLUSTER 3

ASSIGNMENT	AREA (sq. m.)	Toilet Bowls	Urinals	Lavatories	No. of Janitors	No. of Janitress
AS Grounds - Corner side of MPB, nipa huts, back of admin building and DNSM, basketball court area and student lounge including the rear side of SPSO Building and fence along Army road.	15,587.00	0	0	0	1	0
DM Grounds - Mini forest, dormitories, library, canteen, guesthouse and fence area along Sto. Niño extension and Magsaysay boulevard	13,329.00	0	0	0	1	0
DM Grounds -Area 4 - Soccer field area including DM and TLRC grounds, Area at the back of DM, DMX and SHS building,	13,989.60	0	0	0	1	0

Tikling garden, fence corner of MH del Pilar and Magsaysay boulevard						
Sub-Total Cluster 3	42,905.60	0	0	0	3	0

SPECIAL CLUSTER ASSIGNMENT

ASSIGNMENT	AREA (sq.m.)	Toilet Bowls	Urinals	Lavatories	No. of Janitors	No. of Janitress
UP Sta. Elena and UP Botanical - All janitorial personnel assigned on the ground will also undertake cleaning of the UP-Botanical garden and Sta. Elena campus on a two-day weekly work schedule as directed by the head of the CDMO with the assistance of UP vehicle	40,000.00	0	0	0	3	0
Sub-Total Cluster	40,000.00	0	0	0	3	0

VI. SPECIFIC PROVISIONS

1. Qualification of the Contractor
 - a. Must be a duly licensed and registered Service Contractor per DOLE Department Order No. 174 series of 2017;
 - b. Must be duly registered with the SEC, DTI, or CDA; and
 - c. Must present a Client Satisfaction rating of at least Very Satisfactory (VS) from at least 3 government agencies or private entities, with whom the contractor has past or ongoing contract.

In addition to the foregoing, the janitors and supervisor employed by the Agency shall possess the following general qualifications:

- a. Must be of good moral character, without criminal and/ or police records;
- b. Each janitor shall be provided by the Agency with at least 2 sets complete uniform and identification (ID) cards.
- c. Must be physically and mentally fit, as evidenced by a medical certificate issued by a DOH accredited Medical Service Provider.

Any misrepresentation by the Agency with respect to such qualifications shall be ground for the termination/cancellation of the Contract.

2. Specific Qualifications of the janitors
 - Janitors (Buildings)
 - a. Physically fit and of legal age
 - b. With at least (6) months janitorial experience in housekeeping and has acquired skills in the operation of various janitorial equipment as certified
 - c. TESDA Certificate on housekeeping
 - d. Police clearance

- Janitors (Grounds)
 - a. Physically fit and of legal age
 - b. With at least (6) months gardening experience (such as; sweeping, weeding, trimming, pruning, plant propagation, planting, landscaping, and grass cutting using brush cutter) as certified
 - c. TESDA Certificate on gardening or agency certification
 - d. Police clearance
- 3. It is understood that the Agency's personnel shall be provided with ID cards for their identification and that they shall be subject at all times to on-the spot search upon entering, leaving or during their stay inside the UPVTC premises. The Agency shall, therefore provide UPVTC an updated list of each personnel assigned thereat whenever there is a change in staffing, including temporary personnel.

The Agency shall pay the wages, salaries or compensation of the janitors in accordance with the provisions of the Minimum Wage Law as follows:

- a. Not later than the 15th and 30th day of the month
- b. Through ATM payroll account
- c. Pay slips should be provided per payroll period

The payment shall be made, even if, for some reason or the other, the agency fails to collect on time from UPVTC.

4. The Agency hereby acknowledges that no authority has been conferred upon it by UPVTC to hire any person or persons in behalf of UPVTC, and it is understood that each person or persons employed or utilized by the Agency in carrying out the janitorial service shall be paid by and considered exclusive employee or Agent of the Agency and as such UPVTC shall not be responsible whatsoever for any claim or claims for personal injury, wages, damages, including death, caused to Agency and/ or its personnel themselves or third persons, where such injury or death arises out of, or in the course of the performance of the duties of the janitors.

The Agency holds UPVTC free and harmless from any claim whatsoever from its janitor and personnel.

5. Any janitor found ineffective based on signed reports shall be immediately replaced by the Agency upon written request by the Head of Procuring Entity or his duly authorized representative.
6. UPVTC, in case of disagreement or controversy regarding the restitution of any UPVTC property lost, damaged or destroyed during the term of Contract, shall create an Investigation Board composed of two (2) officials from UPVTC and one (1) from the Agency whose decision shall be final unless otherwise reversed by Head of the Procuring Entity. Immediately after it has been determined that the Agency is at fault, the Agency shall immediately pay the UPVTC the cost of the lost items, otherwise, UPVTC shall withhold such amount from the Agency's billing.

A. SCOPE OF WORK

The following is the Scope of Work for the Contract for Janitorial Service. UPVTC may provide specific work assignments to the assigned janitors with details of the work, such as the number of janitors/janitress to be assigned (or areas of responsibility), and other details that UPVTC may deem necessary as called for any situation, or janitorial requirements as advised by the Agency with UPVTC' approval.

1. The Agency shall provide for the Janitorial Service needs of UPVTC as follows:
 - a. Provide janitors/janitress, their uniform, cleaning tools and work equipment, and other necessary paraphernalia used in carrying out the required janitorial services.
 - b. Provide an initial janitorial force consisting of EIGHT (8) consisting of seven (7) men & one (1) woman, however, additional personnel maybe requested from time to time for special occasions.
 - c. Provide janitor personnel who will report for an eight (8) hour daily work schedule from 6:00 a.m. – 5:00 p.m. during weekdays, and four (4) hour Saturday schedule from 8:00 a.m. to 12:00 noon for disinfection and sanitation works.
2. The Agency shall ensure the immediate availability of relievers for continuous and uninterrupted service in case of inability of regular personnel to report for work.
3. Work Activities

The activities of the Agency covering areas as stated in the Scope of Work items above shall be as enumerated hereunder but not limited to this list. These must be observed and complied with as required daily, weekly and monthly.

I. Buildings

A. Daily routine operations

1. Sweeping, mopping, cleaning and polishing of all floors, including public thoroughfares such as; lobbies, stairways, landing, corridors and hallways shall be serviced continuously during hours of public use to guarantee cleanliness;
2. Cleaning, waxing and polishing of all office equipment and furniture, fixtures, telephones, artworks, counters/ glass tops;
3. Washing of cups and saucers and other washable kitchen utensils for official activities of the college or office where the personnel is assigned;
4. Proper trash segregation and disposal including emptying of waste baskets and other receptacles in accordance with the city ordinance;
5. Cleaning and sanitizing of toilets and washrooms, from time to time to maintain cleanliness with adequate personal protective equipment;
6. Plant pruning/trimming and weeding of 1-meter easement surrounding the building perimeter;
7. Watering of indoor and outdoor plants (3 times a week);

8. Messengerial works as maybe required by the office and/or its duly authorized representative;
 9. Reporting of defective plumbing, lighting fixtures, emergency situations, and other items needing immediate attention to the appropriate personnel within 5 minutes upon discovery.
- B. Weekly operation (Wednesday)
1. General cleaning, waxing and floor polishing;
 2. Cleaning of walls and ceiling;
 3. General vacuuming and shampooing of carpeted areas and curtain, (if any);
 4. General cleaning of all interior and exterior glass walls, doors and windows;
 5. Taking out of indoor plants for sunlight exposure on Friday afternoon and returned on Monday morning.
- C. Monthly operation
1. General cleaning of ceiling fans, desk fans, stand fans, wall fans and circulator fans twice a month;
 2. Spot scrubbing of dirt outside the walls of rooms;
 3. Pressurized washing of exterior walls
- II. Grounds
- A. Daily routine operation
1. Sweeping of driveway, road shoulder, gutter, sidewalks; and ground areas;
 2. Disposal of segregated trash to designated areas;
 3. Grass cutting along sidewalks, perimeter fence, and grounds;
 4. Weeding;
 5. Trimming;
 6. Pruning;
 7. Watering of plants (3 times a week)
- B. Weekly operation
1. Plant propagation as prescribed in the Tree Planting Plan;
 2. Planting in accordance with the site development plan of both the city and Sta. Elena campuses;
 3. Landscaping
- III. Sanitation and disinfection (Every Saturday morning from 8:00 a.m. – 12:00 noon) with the prescribed personal protective equipment in the following areas:
- A. Offices and comfort rooms (Janitor 1,2,3,4 &5)
1. Door set (Handle and lockset);
 2. Window set (Handle and lockset);
 3. Furniture: tables, chairs, cabinets;
 4. Computer set: desktop, mouse, keyboard, printer & scanner including telephone set;

5. Interior walls/ glass walls;
6. Water closet and urinals;
7. Sink and lavatory;
8. Flooring and walls

B. Exterior part of AS and DM buildings (Janitor 6,7 &8)

1. Entrance gates;
2. Guardhouse exteriors walls;
3. Covered walks (post and walkways);
4. Corridors;
5. Lobbies;
6. Stairways (including handrails);
7. Exterior part of offices and buildings

4. Special activities

In case there will be special activities (other than routine) such as Anniversary Celebration, fairs, exhibits, etc., in certain areas of the UPVTC building or areas, where additional hands are required, UPVTC may request for additional janitorial personnel for the occasion not to exceed eight (8) hours of service subject to appropriate charges.

5. Cleaning materials & equipment

The janitorial agency shall ensure delivery in amounts or number sufficient to provide the necessary logistics and other consumables to carry out its function per schedule.

All cleaning supplies, materials and equipment necessary for the maintenance and upkeep of building, rooms and landscaped grounds shall be done by AGENCY.

6. Breakdown of Cost

The AGENCY shall submit to UPVTC a breakdown of cost for Janitor's Salaries and Benefits as follows:

8 JANITORIAL PERSONNEL		
Days worked per week		5.5
No. of Days /Year		287
No. of worked hours per day		8 hrs.work/day
A.	AMOUNT TO JANITOR	
	Daily Wage (DW)	₱325.00
	Average Pay/Month (287 x DW (₱325.00)/12)	7,772.92
	13th Month Pay	647.74
	5 days Incentive Pay	135.42
	Uniform Allowance (RA No. 5487)	100.00
	TOTAL AMOUNT DUE DIRECTLY TO JANITORS	8,656.08

B.	AMOUNT TO GOVERNMENT IN FAVOR TO JANITORS	
	Retirement Benefits (22.5 days x DW (P325.00)/12 – RA No. 7461)	609.38
	SSS Premium (Pursuant to SSS Contribution Circular No. 2020-033 dated 20 Dec 2020 effective January 2021)	690.00
	Phil health Contribution (Pursuant to Phil health Cir. No. 2020-0005 dated 19 Feb 2020)	350.00
	State Insurance (SSS Circular No. 2013-10)	10.00
	Pag-ibig Fund (RA No. 7742)	100.00
	Total Amount to Government in favor of Janitors	1,759.38
C.	TOTAL AMOUNT DUE TO JANITORS AND GOVERNMENT	10,415.46
D.	AGENCY FEE (administrative Cost)	
E.	Total	
F.	TAX (Agency Fee x 12%)	
G.	Total contract price per Janitor	
H.	Total contract price for 8 Janitors for 12 months	
I.	Additional Cost for Supplies and Materials	
	TOTAL AMOUNT OF CONTRACT FOR 1 YEAR	

7. Duties and responsibilities of the Agency's Personnel

UPVTC shall have absolute right to give instructions for proper safeguarding and protection of the persons, places and things from time to time. The college may promulgate the specific janitorial functions of the Agency during the life of Contract.

8. Trainings

The Agency shall be responsible for skills development of its employees such as skills training, product/equipment knowledge and values formation.

9. Performance evaluation

UPVTC shall conduct continuing monthly evaluation of the performance of the Agency Janitors, and for this purpose shall be further governed by the following guidelines.

- a. The DEAN of UPVTC shall be consulted on Janitorial matters and the Administrative Officer shall recommend measures to improve the Janitorial service in coordination with the Agency supervisor;
- b. There shall be a mandatory rotation of assignment every 15 days of janitorial personnel to maintain an excellent service delivery and ensure check and balance;
- c. Janitors requested by UPVTC for replacement shall not be assigned to any post within the University premises.

10. Contract duration

The contract shall be for a period of one (1) year commencing upon receipt of Notice to proceed. Should the Janitorial Service Agency fail to maintain a ***Satisfactory Performance*** based on the set of performance criteria stated below, the UPVTC may pre-terminate the Contract for failure by the agency to perform its obligation following the procedure prescribed under the guidelines on termination of contract issued by the Government Procurement Policy Board (GPPB) under resolution No. 018-2004, dated 22 December 2004.

The Performance criteria to be applied shall include, among others the following:

- Quality of Service delivered;
- Efficiency
- Timeliness

RATING:

4.51 – 5.00	= Outstanding
3.51 – 4.50	= Very Satisfactory
2.51 – 3.50	= Satisfactory
1.51 – 2.50	= Unsatisfactory
0.51 – 1.50	= Poor

11. Wage adjustment

In cases of increase in minimum daily wage, the guidelines as stipulated in Appendix 23 of the updated 2016 Revised IRR of RA 9184 shall govern.

12. Extension of contract

If there is a necessity for a contract extension, the provisions under paragraph 4.0 of Appendix 24 of the updated 2016 Revised IRR of RA 9184 shall be followed.

Schedule of Prices

8 JANITORIAL PERSONNEL		
	Days worked per week	5.5
	No. of Days /Year	287
	No. of worked hours per day	8 hrs.work/day
A.	AMOUNT TO JANITOR	
	Daily Wage (DW)	P325.00
	Average Pay/Month (287 x DW (P325.00)/12)	7,772.92
	13th Month Pay	647.74
	5 days Incentive Pay	135.42
	Uniform Allowance (RA No. 5487)	100.00
	TOTAL AMOUNT DUE DIRECTLY TO JANITORS	8,656.08
B.	AMOUNT TO GOVERNMENT IN FAVOR TO JANITORS	
	Retirement Benefits (22.5 days x DW (P325.00)/12 – RA No. 7461)	609.38
	SSS Premium (Pursuant to SSS Contribution Circular No. 2020-033 dated 20 Dec 2020 effective January 2021)	690.00
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	Pag-ibig Fund (RA No. 7742)	100.00
	Total Amount to Government in favor of Janitors	1,759.38
C.	TOTAL AMOUNT DUE TO JANITORS AND GOVERNMENT	10,415.46
D.	AGENCY FEE (administrative Cost)	
E.	Total	
F.	TAX (Agency Fee x 12%)	
G.	Total contract price per Janitor	
H.	Total contract price for 8 Janitors for 12 months	
I.	Additional Cost for Supplies and Materials (refer to tables of computation)	
	TOTAL AMOUNT OF CONTRACT FOR 1 YEAR	

Table 1: Supplied Monthly

<i>Quantity</i>	<i>Unit</i>	<i>Particular</i>	<i>Amount</i>	<i>Total</i>
6	packs	Antibac Powder soap,(1000 grams)		
6	Packs	Cleanser powder		
1	Kilo	Chlorine		
12	Gal.	Traffic liquid grade wax (white)		
2	Liters	Muriatic Acid		
30	Pcs.	Toilet deodorant cake		
4	liters	Fabric conditioner Antibac		
2	Gal.	Liquid bleach		
30	bottles	Antibac Liquid Sanitizer		
1	bottles	Liquid sosa		
20	bottles	Antibac Liquid hand soap (500ml)		
2	liters	Glass cleaner		
2	can	Furniture cleaner, aerosol,300ml		
2	Pcs.	Sand paper # 120		
12	rolls	Tissue paper, 2 ply sheets, 150 pulls, 100mm		
3	cans	Insecticide, aerosol type,600ml		
2	bottles	All purpose oil, big		
84	pcs.	Garbage black bag, jumbo size		
11	packs	Garbage black bag, medium		
12	can	WD40, rust remover		
44	pcs.	Disposable isolation full body protective clothing for disinfection		
11	Pcs.	Face shield		
2	boxes	Rubber gloves		
2	boxes	Surgical face mask		
Total cost per month				
Total cost per year (cost per month x 12 months)				

Table 2: Supplied Quarterly

<i>Quantity</i>	<i>Unit</i>	<i>Particular</i>	<i>Amount</i>	<i>Total</i>
6	Pcs.	Soft broom		
6	Pcs.	Stick broom		
6	Pc.	Hand brush		
6	Pcs.	Scrubbing pad		
6	Pcs.	Plastic brush with wooden handle		
6	Pcs.	Mop head		
6	Pcs.	Heavy duty toilet brush		
6	Pcs.	Heavy duty toilet pump		
Total per quarter				
Total cost per year (cost per quarter x 4 quarters)				

Table 3: Supplied upon commencement of work

<i>Quantity</i>	<i>Unit</i>	<i>Particular</i>	<i>Amount</i>	<i>Total</i>
6	Pcs.	Glass squeegee		
6	Pcs.	Hand spayer		
12	Pcs.	Dustpan		
6	pcs.	Bolo		
12	Pcs.	Mop handle		
6	Pcs.	Heavy duty garden scissor cutter, long)		
4	pcs.	Rain coat		
4	pairs	Rain boots		
8	pcs.	Plastic spray gun		
5	units	Jungle bolo (Sundang)		
6	units	Rake (big) heavy duty		
4	units	Shovel (pointed, big)		
Total per year				

For Letter I:

Total Cost (Supplies and materials) for 1 year (T1 + T2 + T3) Php _____

Annex 1

For the purchase of the bidding documents for the said project, please see details below:

Bank Name: **Land Bank of the Philippines**
Sagkahan, Tacloban City Branch
Bank Account Name: **UPV Tacloban College**
Bank Account Number: **0182-1056-19**

Please take note of the following:

1. LBP to LBP fund transfer and Over-the-Counter Cash Deposit - **amount is credited on the next banking day**
2. Other banks to LBP - **amount is credited within 3-5 banking days** (except when the transfer is done via *Instapay*)

Bidders may email the scanned copy of deposit slip or confirmation slip as proof of payment together with the list of items they are intending to bid to spsso.tac.upvisayas@up.edu.ph

Bids will be declared officially received by the BAC Secretariat only upon validation of the proof of payment by the UPVTC Cash Office. If payment is credited beyond the validation period and the deadline of submission, bids will automatically be declared late and therefore will not be accepted.

For guidance and information of all concerned.

