



**CONTRACT FOR
MANPOWER SERVICES
01 MARCH 2023 TO 28 FEBRUARY 2024
University of the Philippines Manila**

Jointly prepared by:
UP Manila Procurement Office, BAC2 Secretariat and
The Technical Working Group
October 2022

in accordance with
Philippine Bidding Documents (PBD)
Government of the Republic of the Philippines
Sixth Edition
July 2020

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	2
Section II. Instructions to Bidders	7
1. Scope of Bid	7
2. Funding Information	7
3. Bidding Requirements	7
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.	7
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	7
5. Eligible Bidders	7
6. Pre-Bid Conference	8
7. Clarification and Amendment of Bidding Documents	8
8. Documents comprising the Bid: Eligibility and Technical Components	8
9. Documents comprising the Bid: Financial Component	8
10. Bid and Payment Currencies	9
11. Bid Security	9
12. Sealing and Marking of Bids	9
13. Deadline for Submission of Bids	9
14. Opening and Preliminary Examination of Bids	9
15. Domestic Preference	10
16. Detailed Evaluation and Comparison of Bids	10
17. Post-Qualification	10
18. Signing of the Contract	10
Section III. Bid Data Sheet	11
IV. Terms of Reference	14
Section V. Checklist of Technical and Financial Documents	15
Section VI. FORMS	18

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. (GPPBCircular 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.



UNIVERSITY OF THE PHILIPPINES MANILA

The Health Sciences Center

BIDS AND AWARDS COMMITTEE 2 (BAC 2)

INVITATION TO BID

***Contract for Manpower Services 01 March 2023 to 29 February 2024,
University of the Philippines Manila***

1. The University of the Philippines Manila, through **FY 2023 GAA/Fund 164** intends to apply the sum of **Twenty-Four Million Nine Hundred Sixty Thousand Nine Hundred Forty-Eight Pesos (Php24,960,948.00)** being the Approved Budget for the Contract for one year to payments under the contract for Security Services. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *University of the Philippines Manila* now invites bids for the above Procurement Project. Delivery of the Services is required for **(1) one-year**, effective **01 March 2023 to 29 February 2024**. Bidders should have completed, within the last five years from the date of submission and receipt of bids, a contract similar to the Project amounting to at least 50% of the ABC of this contract to be bid. 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.
4. 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.
5. Prospective Bidders may obtain further information from University of the Philippines Procurement Office, BAC2 Secretariat and inspect the Bidding Documents at the address given below during office days from, 8:00 to 4:00p.m.
6. A complete set of Bidding Documents may be acquired by interested Bidders starting **18 October 2022** from the given address and website(s) below. Prospective bidders may download the bidding documents but must pay corresponding fee and shall be able to present its proof of payment for the bidding documents fees amounting to **Twenty-Five Thousand Pesos Only (Php25, 000.00)** in person, by facsimile or electronic means (email) before opening of bids.
7. The University of the Philippines Manila will hold a Pre-Bid Conference¹ on **25 October 2022, 1:30 P.M.** through Zoom which shall be open to prospective bidders. Interested bidders should send to the BAC2 Secretariat the name and email address of their authorized representative, to whom the zoom link will be sent at least one hour before the start of the pre-bid conference. Included in this PBD are the guidelines for the participation in zoom meeting.

Note: The prospective bidders are advised to register first @ [Zoom Meeting Registration Link](#) and wait for further advice for the zoom link which shall be provided to the prospective bidders who successfully registered.

The prospective bidders are admitted first at the Zoom waiting room, and BAC will provide access once the pre-bid conference starts.

8. Bids must be duly received through manual submission, on or before **08 November 2022 not later than 1:00 p.m.** at the Procurement Management Office, 2nd Floor Joaquin Gonzales Compound, Padre Faura St., Ermita Manila. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be at **1:30pm, 08 November 2022** at the given address below and/or via *Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to join the Zoom meeting. Name and email address of bidder's representative should be emailed/sent to the BAC2 Secretariat upon submission of bids.

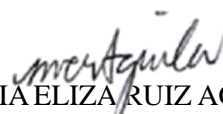
Note: The prospective bidders are advised to register first @ [Zoom Meeting Registration Link](#) and wait for further advice for the zoom link which shall be provided to the bidders who successfully registered.

The prospective bidders are admitted first at the zoom waiting room, and BAC will provide access once the opening of bids starts.


11. The University of the Philippines Manila 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:

*Ms. Melody Jane L. Rojo (Tel. No. 8814-1213)
Mr. Jonald D. Karingal/Elma Lyn D. Canute (Tel. No. 8814- 1224)
BAC2 Secretariat, Procurement Management Office,
2nd Floor Joaquin Gonzales Compound, Padre Faura St., Ermita Manila
(upm-bac2-secretariat@up.edu.ph)*

You may visit the following websites for downloading of Bidding Documents:
PhilGEPS and UP Manila website


MARIA ELIZA RUIZ AGUILA, PhD
Chair, Bids and Awards Committee 2

NOTED:


ARLENE A. SAMANIEGO, MD
Vice Chancellor for Administration

*Posted at PhilGEPS, UP Manila Website,
Bulletin Board at the UP-Manila Procurement Office
starting 18 October 2022*

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *University of the Philippines Manila*, wishes to receive Bids for the *Contract for Manpower Services 01 March 2023 to 29 February 2024*.

2. Funding Information

- 2.1. The University of the Philippines Manila, through its source of funding as indicated below in the amount of ***Twenty-Four Million Nine Hundred Sixty Thousand Nine Hundred Forty-Eight Pesos (Php24,960,948.00)***
- 2.2. The source of funding is: ***FY 2023 GAA/Fund 164***

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. 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

- 5.3. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 Revised IRR of RA No. 9184.

6. 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 *{[insert if applicable]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

7. 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.

8. Documents comprising the Bid: Eligibility and Technical Components

- 8.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section V (Checklist of Technical and Financial Documents)**. Additional technical parameters are indicated in the BDS.
- 8.2 The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five years prior to the deadline for the submission and receipt of bids.
- 8.3 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.

9. Documents comprising the Bid: Financial Component

- 9.1 The second bid envelope (Financial Envelope) shall contain the financial documents for the Bid as specified in **Section V (Checklist of Technical and Financial Documents)**.

- 9.2 Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

10. Bid and Payment Currencies

- 10.1 Payment of the contract price shall be made in Philippine pesos

11. Bid Security

- 11.1 The Bidder shall submit a Bid Securing Declaration¹ 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**.
- 11.2 The Bid and bid security shall be valid until one hundred twenty (120) calendar days after the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non- responsive.

12. Sealing and Marking of Bids

- 12.1 Each Bidder shall submit three copies of the first and second components of its Bid. Guide on Sealing and Marking of Bids is illustrated in page____of this PBD.
- 12.2 The Procuring Entity may request additional hard copies and/or electronic copies of the Bid as indicated in the **BDS**. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.
- 12.3 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.

13. Deadline for Submission of Bids

- 13.1 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**.

14. Opening and Preliminary Examination of Bids

- 14.1 The BAC shall open the Bids in the presence of the bidders' representatives who choose to join the zoom meeting, 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

¹ 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.

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.

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

15. Domestic Preference

- 15.1 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.

16. Detailed Evaluation and Comparison of Bids

- 16.1 The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 16.2 The Project shall be awarded as ONE CONTRACT.
- 16.3 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.

17. Post-Qualification

- 17.1 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**.

18. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Contract for Manpower Services.</i> (Scope of Services are defined in the Terms of Reference b. Completed within the last <i>five years</i> prior to the deadline for the submission and receipt of bids. c. <i>Completed contract shall mean a contract which has been completed within the date of expiration of the contract as indicated in the agreement and shall not include extensions even covered by a supplemental agreement. Therefore, the amount of the contract should not include the additional amount corresponding to the extension period.</i>
8.1	<p><i>Additional Technical Parameters (in accordance with Appendix 23 Appendix A):</i></p> <ol style="list-style-type: none"> 1. Stability <ol style="list-style-type: none"> a. <i>At least 5 years' experience as a manpower services provider</i> b. <i>Capitalization paid up of at least Five Million Pesos (PhP5,000,000.00</i> c. <i>Liquidity is greater than or equal to 2:1</i> d. <i>Average gross administrative fee for the immediate past two years should be at least Ten Million Pesos (PhP10,000,000.00)</i> 2. Resources <ol style="list-style-type: none"> a. <i>Capability to provide the required number of manpower services providers, housekeeping equipment and other devices</i> b. <i>Organizational set-up</i> c. <i>Housekeeping Plan</i> d. <i>Recruitment, Training and Development Program</i>
12	<i>Please refer to page 47</i>
12.2	<i>Each bidder shall submit three (3) copies of the first and second components of the bid, marked as 1) Original Copy, 2) Copy No. 1, and 3) Copy No. 2</i>
13.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than PhP499,218.96. 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 PhP1,248,047.40 if bid security is in Surety Bond.
15	<i>Instruction is the same as indicated in section no. 2 instruction to bidders.</i>
17	<i>Not applicable</i>
19.3	<i>Not applicable</i>
20.1	Complete list as indicated in Section V. Checklist of Technical and Financial Documents

21.2	<p>List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity:</p> <ol style="list-style-type: none"> 1. Proof of cash deposit made before the contract signing amounting to P2, 000,000.00 to guarantee claims against losses attributable to the service provider and those covered under labor laws and other pertinent laws, rules and regulations applicable to manpower service contract. 2. <i>For additional documents and housekeeping equipment that must be submitted before or immediately upon the start of the contract, please refer to the Terms of Reference.</i>
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IV. Terms of Reference



OVERSIGHT COMMITTEE FOR GENERAL SERVICES CONTRACTS
UNIVERSITY OF THE PHILIPPINES MANILA

10 October 2022

DR. CARMENCITA D. PADILLA
Chancellor

Through : **DR. ARLENE A. SAMANIEGO**
Vice Chancellor for Administration & Finance

Dear Chancellor Padilla,

We are submitting for your approval, the attached **Terms of Reference** for the Procurement and Implementation of UP Manila Contract for Janitorial Services 2023-2024 and its Annexes:

Annex A - Deployment of Janitors at UP Manila CAD and Academic Units
Annex B - List of Supplies and Equipment
Annex C - Evaluation Criteria
Annex D - Performance Evaluation Tool for Janitors at UP Manila CAD and Academic Units

as well as the cost breakdown.

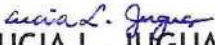
Thank you.


Very truly yours,



DR. JAMES DENNIS C. GUMPAL
Chair


DR. MARIA TERESA JULIETA U. BENEDICTO
Vice Chair


MILADILLA A. SANTIAGO, MPA
Member


LUCIA L. JUGUAN, MBA
Member


CARLOTA P. SURAT, MBA
Member


ANA MARIE G. LAZO
Member

Republic of the Philippines
UNIVERSITY OF THE PHILIPPINES MANILA

TERMS OF REFERENCE

**FOR THE PROCUREMENT AND IMPLEMENTATION OF THE UP MANILA
CONTRACT FOR MANPOWER SERVICES 2023-2024**

I. GENERAL DESCRIPTION	2
II. OBLIGATIONS OF THE MSP	2
III. SERVICES	2
IV. QUALIFICATIONS & REQUIREMENTS	3
V. SUPERVISORS	3
VI. SAFETY AT WORK	4
VII. ORIENTATION & TRAINING	4
VIII. LIST OF PERSONNEL & DEPLOYMENT	4
IX. SECURITY INSPECTION AND REQUIREMENTS	4
X. CLEANING EQUIPMENT & SUPPLIES	5
XI. PERFORMANCE EVALUATION	5
XII. CERTIFICATIONS TO BE SUBMITTED BEFORE PAYMENT	5
XIII. PERFORMANCE BOND AND CASH BOND	6
XIV. SANCTIONS AND PRE-TERMINATION OF THE CONTRACT	6
XV. DISCIPLINE OF PERSONNEL OF MSP	6
XVI. PROHIBITED ACTS AND OFFENSES	6
XVII. PENALTIES	7
XVIII. MISCELLANEOUS PROVISIONS	8
XIX. DESIGNATION BY MSP OF ATTORNEY-IN-FACT	8
XX. TERM & EFFECTIVITY	8

I. GENERAL DESCRIPTION

The University of the Philippines Manila (UP Manila) is a 14-hectare area in the City of Manila composed of the Philippine General Hospital and different colleges, institutes, and units, and a 1-hectare area extension campus in the School of Health Sciences, Baler, Aurora Province.

The manpower services shall be integrated, efficient, consistent, cost-effective, and closely coordinated with the administrative officers of colleges and units. The manpower service provider (MSP) shall be chosen through public and competitive bidding following Republic Act No. 9184 and its implementing rules, regulations, and issuances.

II. OBLIGATIONS OF THE MSP

- A. The MSPP shall render manpower services six (6) days a week at other UP Manila units and areas.
- B. The MPS shall assign manpower services in conformity with the deployment plan of UP Manila central administration offices and academic/research units (Annex A), which form integral parts of this Terms of Reference.
- C. Before the daily deployment, all manpower services personnel should report to the administrative officers of colleges and units for monitoring purposes.
- D. UP Manila, through the administrative officials of colleges and units, may re-assign the area of work or services to be performed by the manpower services personnel.
- E. The Chancellor may direct the MSP to provide additional personnel under the same terms and conditions of this TOR.
- F. The MSP shall ensure the availability and deployment of adequately trained and capable janitors and other allied services personnel. Only qualified (pre-screened/processed) manpower services personnel should be deployed at all times.
- G. All deployed personnel shall be rotated every six months.
- H. The MSP must ensure that every janitor and other manpower personnel shall be in proper uniform and provide a complete set of uniforms. The corresponding uniform allowance shall be given upon submission of actual billing at Php 1,200.00 per janitor in the first month of the contract.
- I. The MSP shall immediately deploy relievers in case of absences. Non-deployment of personnel shall be considered an abandonment of responsibility by the MSP and shall be a ground for the imposition of penalties and/or termination of the contract.

III. SERVICES

The services which the MSP shall provide the UNIVERSITY are the following:

- A. Janitorial Services
 - 1. Daily Services should be done regularly within every shift
 - a. Cleaning, sanitizing/disinfection of all buildings and adjacent areas, including the furniture and fixtures.
 - b. Proper collection and disposal of trash following the law. The plastic trash bags should be color-coded and transported in covered waste bins. These plastic bags should be changed as necessary.
 - c. Keeping stairways, entrances and fire exits free from obstructions.
 - d. Watering of indoor plants and cleaning of common decorative items.

- e. Switch off all lights and electrical equipment when not in use and report cases where illumination is necessary.
 - f. Keeping the floor dry and safe at all times. Installation of proper warning signs (example: Caution: Wet Floor)
 - g. Cleaning of roof gutters, removal of leaves and other debris.
 - h. Any additional related official tasks that may be assigned from time to time.
2. Messengers- the messengers deployed shall perform the following services:
- a. Perform messengerial tasks.
 - b. Assist in housekeeping services.
 - c. Perform related services as may be necessary from time to time.
3. Miscellaneous Manpower Services
- a. Support functions during special occasions and activities.
 - b. Carry, transport, or move office furniture, equipment, and supplies.
 - c. Fetch water and fill containers when water is not available.
 - d. Report to Administrative Officers any repairs needed, e.g., leaking water pipes, broken furniture, fixtures, etc.
 - e. Other services as determined by the administrative officials.

IV. QUALIFICATIONS & REQUIREMENTS

A. Manpower services personnel

- 1. must present an NCII Level training certificate on housekeeping valid during deployment.
- 2. shall always be neat and in proper uniform.
- 3. must submit the following requirements:
 - a. Medical certificate indicating fitness for work.
 - b. Certificate of negative drug test issued by a government drug-testing laboratory or government-accredited laboratory
 - c. Complete vaccination on Covid-19 with booster
 - d. Philippine National Police and NBI clearance

B. The minimum qualifications for supervisors are the following:

- 1. Supervisory experience for at least 2 years before the deployment
- 2. NCIII Level training certificate before deployment

V. SUPERVISORS

- A. The MSP shall provide 5 supervisors (1 Supervisor per Cluster) who will coordinate with the respective Head Administrative Officers of each College/Unit.
- B. The MSP shall submit to the College/Units Administrative Officers the monthly deployment of manpower services at least one (1) week before the beginning of each month.
- C. Job description of supervisors
 - 1. orients their manpower personnel and monitors performance regularly

2. coordinates with the Administrative Officer in terms of deployment and supervision of their manpower personnel
3. updates and submits monthly list of their manpower personnel, at least one week before the start of each month, to the Administrative Officer
4. submits proof of complete vaccination and other health certificates before deployment within one week;
5. ensures that all workforce required is full daily, ensuring absences or suspensions are immediately supplied with relievers and orients new manpower personnel and relievers.
6. monitors personnel attendance through Bundy cards, deployment lists, and logbooks.
7. submits weekly accomplishment reports and monthly supply consumption reports to the Administrative Officers.

VI. SAFETY AT WORK

A. Personal Protective Equipment (PPE)

1. The MSP shall provide its janitorial and other manpower services personnel with proper personal protective equipment (PPE) in their deployment area per Section 6 of Department Order No. 13 series of 1998.
2. The MSP shall ensure that the janitors and other manpower services comply with the Occupational Safety standards issued by the DOLE.

VII. ORIENTATION & TRAINING

A. MSP services personnel shall have undergone the following orientation and training before assuming their duties:

1. Infection Control Unit Training, including proper specimen and waste handling, segregation, and disposal.
2. Basic Gender Sensitivity and Anti Sexual Harassment Training, including Data Privacy
3. Basic Good Customer Service
4. Appropriate certifications from TESDA (NCS)

B. Other training necessary for them to carry out the assigned functions and cooperate in implementing programs within UPM. This includes, but is not limited to, the following:

1. Occupational Health & Safety,
2. Health Care Waste Management,
3. Proper Food Handling.

VIII. LIST OF PERSONNEL & DEPLOYMENT

A. List of personnel.

1. MSP shall submit a complete list of deployment of manpower services personnel to the Oversight Committee within 7 days after signing the Contract.
2. The list of personnel and their deployment shall be submitted at least one (1) week before the start of each month to the administrative officers of UPM.

B. Reporting and deployment.

1. In the CAD, Colleges, and units, MSP supervisors shall report and coordinate with the administrative officers within 1 week before each regular monthly deployment and for instances when temporary deployment or change of deployment is necessary as may be required by the administrative officers.
2. All MSP personnel shall report to the administrative officers before they do their assigned work for the day.

IX. SECURITY INSPECTION AND REQUIREMENTS

- A. MSP personnel shall undergo security inspection upon entering and leaving the UP Manila premises or as necessary for security purposes.

- B. MSP personnel shall always wear the official uniform with identification cards (ID).
- C. MSP personnel shall register their daily attendance (time-in and time-out) and be on time in their work areas.
- D. Use of cell phones and other personal electronic equipment while on duty is prohibited. Emergency or personal calls shall be coursed through the immediate supervisor.
- E. MSP manpower service personnel are not allowed to leave their area of work without the written permission of their immediate supervisor and administrative officers. They shall follow the policy on utilizing personnel outside UP Manila premises.
- F. MSP personnel shall not be allowed to stay on UPM premises after their duty without written authorization.

X. CLEANING EQUIPMENT & SUPPLIES

- A. MSP shall furnish its personnel with supplies, materials, and equipment in quantity and schedule provided in the **List of Supplies attached to this Terms of Reference** in proportion to its number of personnel.
- B. MSP shall deliver within one week before each month/quarter/semi-annual the necessary supplies as specified in Annex C. Should there be no delivery, this will be deducted from the Cash Deposit of the MSP. In case of delay in delivery of supplies and the end-user is constrained to procure the undelivered supplies for the period, the amount spent shall be deducted from the MSP with an additional 20% penalty charge based on the amount purchased.
- C. Failure to deliver any of the equipment on the list on the first week of the contract implementation shall be considered a major contract violation.

XI. PERFORMANCE EVALUATION

- A. MSP shall be evaluated on the following criteria:
 - 1. Compliance with the contract requirements - 50%
 - 2. Job Performance - 50%
- B. Upon receipt of the demand for compliance for any breach in the Contract, the MSP shall have 24 hours within which to comply. If the MSP refuses to comply with the demand for compliance, UP Manila shall have the option to pre-terminate this contract.
- C. The Oversight Committee shall review the compliance of the MSP concerning its Contractual obligations.
- D. Ground for disqualification to participate in bidding for the next three (3) years. If the MSP receives an overall rating of "Fair" or "Poor" in any 2 evaluation periods, the contractor shall be disqualified from participating in bidding for the next three (3) years following the termination of the contract.

XII. CERTIFICATIONS TO BE SUBMITTED BEFORE PAYMENT

- A. Payment shall be made following government auditing laws, rules and regulations.
- B. MSP shall submit a notarized certification that all its deployed personnel received their wages and benefits in compliance with laws, rules, and regulations. This certification must be attached to their Disbursement Voucher for the claim of their services.

XIII. PERFORMANCE BOND AND CASH BOND

- A. Performance bond.** —To secure faithful compliance with all the undertakings of the MSP under this Contract, the MSP shall post in favor of the UNIVERSITY OF THE PHILIPPINES MANILA a performance bond in acceptable form as provided for in Section 39.1 of RA 9184 and its IRR as amended.
- B. Cash bond.** - Further, the MSP is required to post a cash bond of Two Million Pesos (Php2,000,000.00), from which shall be deducted unpaid wages and benefits, necessary supplies, and equipment not supplied for or available. The amount shall be deposited at the UP Manila Cashier.
- C.** The posting of the performance bond and the cash bond are pre-conditions before the first payment by the UNIVERSITY to the MSP for the services rendered under this Contract.

XIV. SANCTIONS AND PRE-TERMINATION OF THE CONTRACT

Failure on the part of MSP to comply with any provisions of this TOR/Contract shall be a basis for pre-termination and imposition of the penalties indicated herein, the Contract, and its Annexes. This is without prejudice to other legal remedies of the UNIVERSITY.

XV. DISCIPLINE OF PERSONNEL OF MSP

- A.** The UNIVERSITY shall issue a written notice to the MSP in cases where the MSP's personnel whose behavior, appearance, conduct, and performance violate the requirements under this Contract as well as the UNIVERSITY policies, rules, and regulations as well as national and local laws.
- B.** Within 24 hours of receipt of the written notice, the MSP shall inform its decision to the University.

XVI. PROHIBITED ACTS AND OFFENSES

The following acts are prohibited and considered offenses with appropriate sanctions.

- A. Light offenses**
 - 1. Improper/Incomplete Uniform – uniform not worn following that prescribed by regulations of the MSP, including I.D., which is not bodily worn; dirty, worn-out, and shabby uniforms are considered improper. MSP personnel should maintain their uniform while on duty and within UP Manila.
 - 2. Abandonment of area of assignment for less than 1 hour without justifiable reason as determined by UP Manila.
 - 3. Untidy and unsanitary areas used by MSP personnel – untidy, unsanitary areas and offices with unsightly fixtures, garbage, dust, deleterious substances, alcoholic beverages and substances that emit a foul odor.
 - 4. Keeping pets and animals – keeping pets and animals in the posts, office, or anywhere in UP Manila.
 - 5. Loitering and doing non-janitorial related activity on or off-duty within UP Manila premises is prohibited, including loitering.
 - 6. Laxity – is inattention to duties while on post through texting unofficial messages, reading a newspaper and the like, unofficial or prolonged telephone conversations, prolonged sitting, and other acts which deviate attention from the state of alertness.
 - 7. Lack of respect – disrespectful behavior and acts against university officials, constituents, and guests.
 - 8. Eating in public view unless there is no available administrative personnel who can temporarily man the post during meal breaks.
 - 9. Simple negligence – is any unintentional act or omission or the failure to do something required or expected, resulting in a loss or damage not exceeding ₱ 5,000.00 or slight physical injury as defined by the Revised Penal Code.
 - 10. Other light offenses analogous to the above violation or breach of standard operating procedures, UP Manila rules, regulations, and policies.

B. Less grave offenses

1. Sleeping while on duty.
2. Abandonment of area of assignment for more than 1 hour but less than 2 hours without justifiable reason as determined by UP Manila.
3. Discourtesy to officials – is an act of disrespect committed against officials, constituents, and guests of the University done in public.
4. Insubordination – is an act of defiance, disobedience, insolence, disrespect, or utterance of invectives against a supervisor, UP Manila officials.
5. Negligence – any unintentional act or omission or the failure to do something required or expected, resulting in a loss or damage exceeding ₱ 5,000.00 but not more than ₱ 20,000.00 or less grave physical injury as defined by the Revised Penal Code.
5. Dealing or conniving with illegal vendors.
6. Other less grave offenses analogous to the above in violation or breach of standard operating procedures, UP Manila rules, regulations and policies, and laws.

C. Grave offenses

1. Abandonment of area of assignment for more than 2 hours without justifiable reason as determined by UP Manila.
2. Drinking alcoholic beverages or otherwise exhibiting or appearing the condition of being drunk, tipsy, or reeking alcoholic drinks while on duty or within their area of assignment.
3. Sale, Possession, Use of Prohibited Drugs the possession, sale, and use of prohibited drugs prohibited by existing laws, rules, and regulations.
4. Provoking and engaging in a verbal or physical fight with other MSP personnel or UP Manila officials, constituents, and guests.
5. Use or possession of cellphones, recreational or personal electronic devices while on duty unless necessary to their duty as MSP manpower services personnel.
6. Gross discourtesy to superiors – is an act of gross and belligerent disrespect committed to publicly humiliate, embarrass and disrepute officials, constituents, and guests of UP Manila.
7. Gross Insubordination – any act of defiance, disobedience, insolence, disrespect, or utterance of invectives against a superior.
8. Gross negligence – any unintentional act or omission resulting in a loss or damage exceeding ₱20,000.00 or grave physical injury as defined by the Revised Penal Code.
9. Immorality – MSP personnel who have illicit relationships among themselves, with officials, employees, and other constituents of UP Manila shall be guilty of immorality.
- 10 Gambling – engaging in any game of chance using money or representation as a bet.
11. Improper grievance – being instrumental or having participated in any form or redress against the MSP conducted within UP Manila or otherwise putting the University in a bad and compromising situation.
12. Other grave offenses analogous to the above are gross violations or breaches of standard operating procedures, UP Manila rules, regulations, policies, and laws.

XVII. PENALTIES

The MSP shall impose the following penalties against its personnel for violating prohibited acts and offenses.

A. Light offenses

1. First Offense – Seven (7) days suspension without pay from duty.
2. Second Offense – Fifteen (15) days suspension without pay from duty.
3. Third Offense – relief from duty from UP Manila and banned from returning.

B. Less grave offenses

1. First Offense – Fifteen (15) days suspension without pay from duty.
2. Second Offense – relief from duty from UP Manila and completely banned from returning.

C. Grave offenses - relief from duty from UP Manila and completely banned from returning.

XVIII. MISCELLANEOUS PROVISIONS

A. No employer-employee relationship - The MSP acknowledges that the manpower services personnel it deploys are its employees and not that of the UNIVERSITY.

B. Liability for damages.

- a. MSP shall be solely liable for all injuries and damages caused by their employees during the implementation of this agreement.
- b. Procedure
 1. Upon receipt of the **Notice to Pay** damage or loss from the UP Manila Legal Office, the MSP is given twenty-four (24) hours to respond and show cause why it should not pay for the damage or loss. With or without a reply, the Legal Office shall issue a Resolution.
 2. MSP may file an appeal to the Office of the Chancellor within 24 hours from receipt of the Resolution.
 3. The decision of the Chancellor shall be final, unappealable, and executory.

XIX. DESIGNATION BY MSP OF ATTORNEY-IN-FACT

MSP constitutes the UNIVERSITY as its attorney-in-fact with authority to withhold such sum due to the MSP to satisfy its obligations and liabilities under this TOR without requiring judicial demand.

XX. TERM & EFFECTIVITY

This Contract shall be effective for one year from the date of receipt by the MSP of the **Notice to Proceed**.

RECOMMENDING APPROVAL:



ARLENE A. SAMANIEGO, MD
Vice Chancellor for Administration & Finance

APPROVED:



CARMENCITA D. PADILLA, MD, MAHPS
Chancellor

UNIVERSITY OF THE PHILIPPINES - MANILA CENTRAL
ADMINISTRATION AND ACADEMIC UNITS
FY 2023 MANPOWER SERVICES DEPLOYMENT

Annex A

UNIVERSITY OF THE PHILIPPINES - MANILA	DISTRIBUTION
CENTRAL ADMINISTRATION	
PGH, 8th Floor*	7
JG Building	
Cash Office	1
OUR	1
SPMO	3
IMS	1
CPDMO	1
LRC/ILC	1
TTBDO	1
OSA	1
SWF/NGOHS	1
PMO	1
COA	1
COLLEGE OF ALLIED MEDICAL PROFESSION (CAVIP)	2
COLLEGE OF ARTS AND SCIENCES (CAS)	20
COLLEGE OF DENTISTRY (CD)	5
COLLEGE OF MEDICINE (CM) with Henry Sy Hall (6)	16
COLLEGE OF NURSING (CN)	3
COLLEGE OF PHARMACY (CP)	3
COLLEGE OF PUBLIC HEALTH (CPH)	8
NATIONAL INSTITUTES OF HEALTH (NIH)	4
UNIVERSITY LIBRARY (UL)	5
NATIONAL TEACHERS TRAINING CENTER (NTTC)	1
STUDENT DORMITORY	1
PHI DORM	1
SUPERVISOR S	5
TOTAL FOR CAD & ACADEMIC UNITS	94

*OC/OVCAA/OIL, OVCPD/ALUMNI&SHS/OAR/IAO/CGWS&OASH/IPPAO, Accounting/Provident/UPMDF, HRDO/Legal/Budget, OVCAF and 2 for CPC

Prepared by:


LOVELLE C. SAGUID
Chief Budget Officer, UPMar

UNIVERSITY OF THE PHILIPPINES MANILA
The Health Sciences Center

EVALUATION CRITERIA
MANPOWER SERVICE PROVIDER

A.	Contractual Compliance		50%
A.1.	Cleaning Supplies & Equipment	30%	
	1. Cleaning Supplies	10%	
	Completeness	5%	
	Promptness	5%	
	2. Equipment	10%	
	Completeness	5%	
	Promptness	5%	
	3. Provision of Supervisors	2.5%	
	4. Deployment of JOMSP Personnel	2.5%	
	5. Attendance Registration, Search Upon Entering and Leaving	2.5%	
	6. Wearing of Uniform and Use of ID	2.5%	
	<i>(A.1 – all or nothing rule)</i>		
A.2.	Documents (Certificates/Clearances)	10%	
A.3.	Others	10%	
	Violations of Prohibited Acts & Offenses	4%	
	Remittances	6%	
B.	Job Performance		50%

POINTS	EQUIVALENCE
74.99 and below	POOR
75.00 – 84.99	FAIR
85.00 – 89.99	SATISFACTORY
90.00 – 94.99	VERY SATISFACTORY
95 and above	EXCELLENT

UNIVERSITY OF THE PHILIPINES MANILA

8/F Central Block, PGH Complex

Taft Avenue, Manila

PERFORMANCE EVALUATION

MANPOWER SERVICES

0

Note: The janitorial tasks may differ depending on area of assignment. Please indicate N/A if tasks are not applicable on the designated area of assignment.

UNIT / OFFICE _____

For the period _____

Evaluated by _____

Position _____

Approved by _____

Position _____

No. of Janitors assigned _____

A. Cleanliness and Orderliness of the assigned area (80%)

1. Cleaning, sanitizing/disinfection of all buildings and adjacent areas including the furniture and fixtures.

- all the time	20	/	/
- most of the time	15	/	/
- sometimes 2x / week	10	/	/
- once a week	5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

2. Proper collection and disposal of waste in accordance with law. The trash bags should be transported in a covered trash bin. Proper lining of waste bins with appropriate color-coded plastic bags and changing them as necessary.

- all the time	20	/	/
- most of the time	15	/	/
- sometimes 2x / week	10	/	/
- once a week	5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

3. Keeping stairways, entrances and fire exits free from obstructions.

- all the time	20	/	/
- most of the time	15	/	/
- sometimes 2x / week	10	/	/
- once a week	5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

4. Watering of indoor plants and cleaning of common decorative items.

- all the time	20	/	/
- most of the time	15	/	/
- sometimes 2x / week	10	/	/
- once a week	5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

5. Switch off all lights and electrical equipment when not in use and report cases where illumination is necessary.

- all the time	20	/	/
- most of the time	15	/	/
- sometimes 2x / week	10	/	/
- once a week	5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

6. Keeping the floor dry and safe at all times. Installation of proper warning signs (example: Caution: Wet Floor)

- all the time	20	/	/
- most of the time	15	/	/
- sometimes 2x / week	10	/	/
- once a week	5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

7. Cleaning of roof gutters, removal of leaves and other debris.

- all the time	20	/	/
- most of the time	15	/	/
- sometimes 2x / week	10	/	/
- once a week	5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

8. Washing and decontaminating waste bins once a day and as necessary.

- all the time	20	/	/
- most of the time	15	/	/
- sometimes 2x / week	10	/	/
- once a week	5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

B. Supervision of Contractor (10%)

1. Orients the Janitorial staff and monitors performance regularly.

- all the time	10	/	/
- most of the time	7.5	/	/
- sometimes 2x / week	5	/	/
- once a week	2.5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

2. Closely coordinates with the Administrative Officer in terms of deployment and supervision of janitorial personnel.

- all the time	10	/	/
- most of the time	7.5	/	/
- sometimes 2x / week	5	/	/
- once a week	2.5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

3. Updates and submits monthly list of janitors to the Administrative Officer.

- all the time	10	/	/
- most of the time	7.5	/	/
- sometimes 2x / week	5	/	/
- once a week	2.5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

4. Ensures sufficient number of janitorial staff on a day to day basis.

- all the time	10	/	/
- most of the time	7.5	/	/
- sometimes 2x / week	5	/	/
- once a week	2.5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

C. General Behavior including attitude, attendance and grooming. (10%)

1. Always in uniform with ID and well groomed

- all the time	10	/	/
- most of the time	7.5	/	/
- sometimes 2x / week	5	/	/
- once a week	2.5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

2. No absences / tardiness

- all the time	10	/	/
- most of the time	7.5	/	/
- sometimes 2x / week	5	/	/
- once a week	2.5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

3. Courteous, diligent, honest, respectable to superior, colleagues and constituents of the institution.

- all the time	10	/	/
- most of the time	7.5	/	/
- sometimes 2x / week	5	/	/
- once a week	2.5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

4. Shows initiative and positive attitude towards work and follows protocol of the institution

- all the time	10	/	/
- most of the time	7.5	/	/
- sometimes 2x / week	5	/	/
- once a week	2.5	/	/
- not at all	0	/	/
- not applicable (N/A)		/	/

D. Are there any reported incidence or violations on your unit in the past months

E. Do you have any comments/suggestions for improvements?

Section V. Checklist of Technical and Financial Documents

I. ELIGIBILITY DOCUMENTS AND TECHNICAL COMPONENT (Envelope No. 1)

A. Eligibility Documents

Legal Documents (Class A Documents)

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
And
- ☐ (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. If Corporation, include Articles of Incorporation, By- Laws and the latest General Information Sheet (GSI) should be attached to the SEC
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); **And**
- ☐ (e) BIR Certificate of Registration and VAT BIR Registration Form 2303);
And

NOTE: Certified copies of the legal documents are being required for submission in compliance with pertinent COA requirements.

Technical Eligibility Documents

- ☐ (f) 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. (Attach Notice of Award and/or Contract. Notice to Proceed issued by the owner and Certificate of Accomplishment signed by the owner for Ongoing Contracts, if applicable; **and**
- ☐ (g) Statement of the bidder's single largest completed contract (SLCC) similar to the contract to be bid amounting to at least 50% of the ABC of the contract to be bid. (Attach Contract, CPES rating sheets and/or Certificate of Completion, Certificate of Acceptance, Copy of Sales Invoice/Official Receipt)

Statement should be supported by a certified copy of the contract/s and Certificate of at least Satisfactory performance issued by the client with SLCC; **and**

- ☐ (h) Certification by the President or the duly authorized representative of the bidder that the prospective bidder has the capability to provide the required number of janitors and other manpower services personnel, including supervisors, housekeeping equipment and other devices indicated in the Annexes A, B, and C of the Terms of References.

Financial Eligibility Documents

- ☐ (i) Audited Financial Statements showing among others, the bidder's total and current assets and liabilities stamped "Received" by the BIR or its duly accredited/authorized collecting institutions for the preceding two (2) calendar years which should not be earlier than two years from the date of submission of bid.
- ☐ (j) 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; **And**
- ☐ (k) Notarized certification that the bidder is compliant with the following additional financial parameters to measure stability of the prospective bidders (Appendix 23 of 2016 Revised IRR of RA 9184: Guidelines on the Procurement of Security and Janitorial Services)
 - 1) Capitalization paid up of at least Five Million Pesos (PhP5,000,000.00)
 - 2) Liquidity is greater than or equal to 2:1
 - 3) Average gross administrative fee for the past two years should be at least Ten Million Pesos (PhP10,000,000.00); **And**
- ☐ (l) Blank copy of Original Sales Invoice and Official Receipt (with BIR Permit No. and TIN No.

B. Technical Proposal

- ☐ (m) 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**
- ☐ (n) Organizational Chart for the contract to be bid and list of key personnel to be assigned to UP Manila, if awarded the contract; **and**
- ☐ (o) Sketch of the bidder's office/warehouse, **And**
- ☐ (p) Proposed Housekeeping Plan for UP Manila CAD/Academic Units; **And**

☐ (q) Recruitment, Training and Development Program, Welfare and Benefits and Selection Plan; **And**

☐ (r) List of housekeeping and maintenance equipment and other devices currently owned by the bidder; **And**

Class “B” Documents (if applicable)

(s) 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 No. 2)

☐ (t) Original copy of duly signed and accomplished Financial Bid Form; **and**

☐ (u) Original of duly signed and accomplished Cost Breakdown using the forms provided in this PBD; **And**

☐ (v) List of supplies and housekeeping equipment to be supplied with costing Please use the form provided in this PBD.

Section VI. FORMS

- **COST BREAKDOWN
UP Manila CAD and Academic**
- **BID FORM**
- **NFCC**
- **BID SECURING DECLARATION**
- **OMNIBUS SWORN STATEMENT
(Updated version)**
- **UP QUESTIONNAIRE**
- **LIST OF SUPPLIES & EQUIPMENT
UPM CAD/Academic Units**

University of the Philippines Manila

Contract for Manpower Services 2023

COST BREAKDOWN (UPM CAD and ACADEMIC UNITS)

BIDDER	Basis of Computation	UPM CAD and Academic Units
Number of Duty Hours		8 Hours (DS)
Days worked per week		6 days
Annual Factor (AF)		310
Daily Wage (DW)		570
Average Pay per Month (APM)		
5 days incentive leave		
13th Month Pay		
Clothing Allowance		
A. Total Amount Direct to Janitor		
Add:		
PAG-IBIG		
SSS Premium		
Philhealth Contribution		
ECC		
B. Amount Direct to Janitor & Gov't		
Add:		
Supplies & Materials		
Overhead		
VAT		
Total Monthly Rate Per Janitor		
FY 2023 Number of Janitors/Supervisors		94
Grand Total Amount Per Year (Rounded off)		

Notes:

1. Daily Wage rate (which is inclusive of COLA) is based on Wage Order No. NCR-23

2. SSS with ECC, PAGIBIG and PhilHealth premiums are based on 2022 Updated Rates and PhilHealth Circular No 2022-010, respectively.

Submitted by:

Signature over Printed Name of
Authorized Representative

Name of Company

Date

Bid Form

Date: _____
Invitation to Bid¹ N°: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause **Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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

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

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause Error! Reference source not found.** of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Series of _____.
University of the Philippines Manila
Bids and Awards Committee 2

**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK
COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

1. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of schedule of Fixed Assets.

		Year 20 _____
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net worth (1-3)	
6.	Net Working Capital (2-4)	

- (b) The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:
NFCC = [(Current assets – Current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under on- going contracts, including awarded contracts yet to be started coinciding with the contract to be bid. Please show detailed computation including the value of all outstanding / on-going contracts to be deducted from the net working capital)

NFCC = P _____

Or

Commitment from a licensed bank to extend to it a credit line certificate if awarded the contract in the amount of at least 10% of the proposed project to bid.

Name of Bank: _____ Amount: _____

Herewith attached are certified true copies of the income tax return and audited financial statement stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year and the certificate of commitment from a licensed bank to extend a credit line.

Submitted by:

Name of Supplier/Distributor/Manufacturer

Date:

Signature of Authorized Representative

NOTE:

- (i) If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.
2. The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

x-----x

Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - c. I am/we are declared as the bidder with the Highest Rated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. ____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. _____

Page _____ **No.** _____

Book _____ **No.** _____

Series of _.

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this____day of____, 20__at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

QUESTIONNAIRE FOR PROSPECTIVE BIDDERS
(additional requirement for eligibility)

1. Have you ever participated in any bidding in the University of the Philippines System?

YES	NO

If YES, fill up the table below, Use additional pages if necessary.

Constituent University / UP Campus	Name of Project	Amount of Project	Duration Start / End (Dates)	Status (On-going / completed)

2. Has your company ever been suspended or Blacklisted by the University of the Philippines System?

YES	NO

If YES, fill up the table below, Use additional pages if necessary

Constituent University/UP Campus	Name of project	Reason for suspension / Blacklisting	Status (on-going / lifted)

3. Has your company ever been suspended or Blacklisted by any government agency / Company

YES	NO

If YES, FILL UP THE Table below, Use additional pages if necessary

Name of government Agency / Company	Name of Project	Reason for suspension / Blacklisting	Status (on-going / lifted)

4. Has there been any project of your company In the University of the Philippines that was terminated By Administration

YES	NO

If YES, FILL UP THE TABLE BELOW, Use additional pages if necessary

Constituents University / UP Campus	Name of Project	Reason for termination	Date of termination

5. Do you certify that all documents submitted by Your company and personnel are authentic?

YES	NO

YES	NO

6. Is there any pending cases in a Court or any similar institutions in relation to any Government contract awarded to your company?
In relation to practice or profession of any of your personnel?

If YES, fill up the table below. Use additional pages if necessary

For Company

Case Filed	Where Filed	Date Filed	Status (On-going / resolved)	Remarks

For Personnel

Name of Personnel & Designation	Case Filed	Where Filed	Date Filed	Status (On-going / resolved)	Remarks

I hereby certify that all statements and information provided herein are complete, true and correct.

Name & Signature of Bidder's
Authorized Representative

Official Designation
Company
Date

SUPPLIES	UNIT	QUANTITY		GOVERNMENT ESTIMATE	
		Monthly	ONE YEAR	TOTAL	Unit Cost
A. To be supplied/replaced monthly					
1. Powder soap (All purpose - Powerclean/ equivalent)	kg	156	1,872		
2. Chlorox (Zonrox)	gal.	156	1,872		
3. Fabric Softener, 25ml/sachet (Downy or Surf brand}	sachet	576	6,912		
4. Mop head (Twisted cotton/rayon : weight 400 gnps minimum)	pc	156	1,872		
5. Steel wool	pc	156	1,872		
6. Green/Scrubbing pad (Scotch brite)	pc	576	6,912		
7. Rags, flannel cleaning cleaning cloh	pc	568	6,816		
8. Floor mat, microfiber, anti-slip doormat, strong water absorption	pc	200	2,400		
9. Glass Cleaner, liquid, 500 ml	De	48	576		
10. Toilet bowl & tile cleaner, odor friendly	gal	48	576		
11 Rubber gloves (Household gloves , rubber, medium/large)	pair	88	1,056		
12. Surgical masks (Disposable, non-woven, 3 ply, high filtration, ear loop - Pro Health Care)	box*	88	1,056		
13. Wax Stripper (Step off)	gal.	8	96		
14. Wax Emulsion (Traffic grade)	gal.	8	96		
B. To be supplied/ replaced every 3 months					
1. Polishing pad	pc	30	120		
2. Soft broom (Any rigid material handle, standard size)	pc	156	624		
3. Stick broom (Made of good quality cocomidrib , standard size)	pc	156	624		
5. Polisher brush	pc	3	12		
6 Carpet shampoo (Concentrated, Powerclean/equivalent	gal	8	32		
C. To be supplied/ replaced every 6 months					
1. Hand brush	pc	156	312		
2. Push brush	pc	156	312		
3. Pail (at least 10 liters, thick)	pc	156	312		
4. Dust pan	pc	156	312		
5. Ceiling broom	pc	24	96		
6. Mop handle (Heavy duty, steel end)	pc	156	156		
7. Squeegee	pc	30	30		
8. Spatula	pc	156	312		
9. Carpet Shampco	gal	5	10		
0. Bowl brush	pc	156	312		
D. To be delivered One Shot					
1. Rubber hose (at least 30 meters long)	unit	4	4		
2. Floor polisher	unit	15	15		
3. Vacuum cleaner	unit	4	4		
4. Aluminum ladder (long ladder upto 20 ft)	unit	15	15		
5. Extension Cord	unit	15	15		
6 Housekeeping cart	unit	15	15		
7. Mop squeezer	unit	36	36		
8. Push Cart Trolley, heavy duty, foldable, 150-300kg	unit	15	15		
9. Big/Large Trash Bin (Rolling for Garbage collection)	unit	15	15		
10. Garden Tools**	set	4	4		
GRAND TOTAL (Rounded Off}					

Note: Quantities indicated are the **MINIMUM** number/quantities to be provided per year of contract.

All supplies should be in good quality

* Box of 100

** Shall include rake, shovel, grass crofter, pruning scissors

Prepared by:


LOVELLE C. SAGUID
Chairman/Other

Suggested Marking (ITB 20) “Mother Envelop”

BIDDER:
Address



Title of Project

THE BIDS AND AWARDS COMMITTEE 2
University of the Philippines Manila
Taft Avenue, Manila



DO NOT OPEN BEFORE _____

Suggested Marking (ITB 20)

<u>ORIGINAL BID</u> BIDDER: Address	  
Title of Project	
THE BIDS AND AWARDS COMMITTEE 2 University of the Philippines Manila Taft Avenue, Manila	
DO NOT OPEN BEFORE _____	

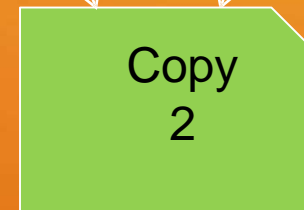
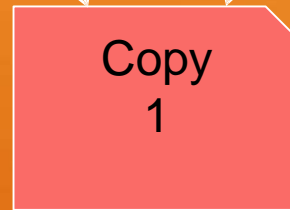
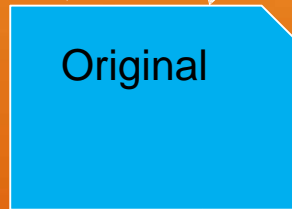
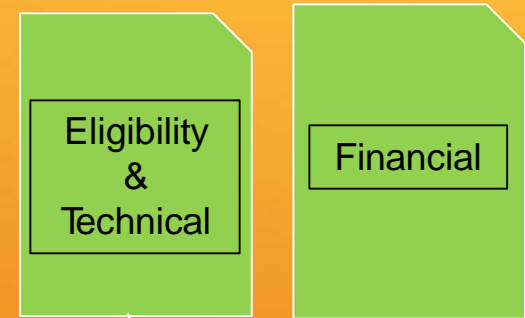
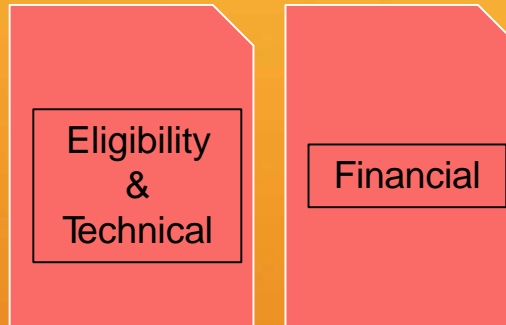
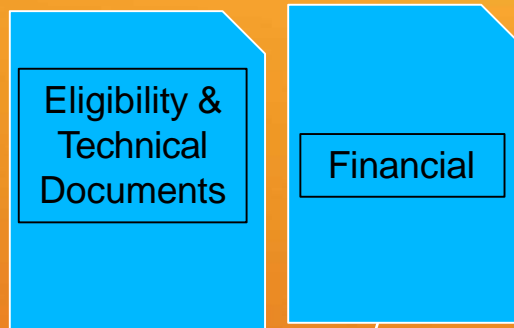


PAC KAGING

Original

Copy 1

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UNIVERSITY OF THE PHILIPPINES MANILA
Procurement Office

QUICK FACT SHEET OF PROSPECTIVE BIDDERS:

PROJECT TITLE: _____

PURCHASE REQUEST NO. _____

BIDDER'S OFFICIAL BUSINESS NAME _____

COMPLETE BUSINESS ADDRESS: _____

OFFICIAL CONTACT DETAILS:

Landline: _____

Cellphone No. _____

Email Address: _____

NAME OF AUTHORIZED/DESIGNATED REPRESENTATIVE: _____

OFFICIAL DESIGNATION IN THE COMPANY: _____

Certified true and correct:

Signature over Printed Name

Designation in the Company

NOTES:

1. Information provided in this fact sheet should be consistent with the details contained in the bidder's legal documents.
2. The certifying officer should be at least the Corporate Secretary who shall execute the Secretary's Certificate of signing authority.
3. A filled-up copy of this sheet shall be sent to the BAC Secretariat when requesting zoom link. Another copy should be placed on top of the original copy of legal documents/eligibility requirements (Envelope 1) of bid documents.

Issued by:

BAC 2/3 Secretariat

Date: _____



UNIVERSITY OF THE PHILIPPINES MANILA
Procurement Office

**GUIDELINES FOR THE CONDUCT OF
BIDS AND AWARDS COMMITTEE MEETINGS USING ONLINE PLATFORMS
(SUCH AS VIDEO CONFERENCING, ZOOM, ETC)**

Background and General Principle

Article III, Section 8 of RA 9184 2016 Implementing Rules and Regulations (IRR) provides that “to promote transparency and efficiency, information and communications technology shall be utilized in the conduct of procurement procedure.”

The Government Procurement Policy Board through its Technical Support Office (TSO) continuously strived for the development of various on-line systems such as PhilGEPS which serves as the primary source of information on all government procurement. Procurement of common-used supplies and equipment can now be done at the Virtual Store of the Procurement Service. Recently, the development of online training platform was hastened due to the physical restrictions brought about by the community quarantine due to the COVID-19 pandemic.

Development of the online system for the submission of bids is ongoing. However, also due to the pandemic, the GPPB-TSO encouraged procuring agencies to develop their own system but in accordance with the guidelines issued by GPPB-TSO to ensure security, integrity and confidentiality of bid documents submitted.

The conduct of meetings with prospective bidders including prebid conference and opening of bids may now be conducted in person or face-to-face through videoconferencing, webcasting or similar technology with the interested suppliers, contractors and consultants.

In UP Manila, specifically the Bids and Awards Committee (BAC1, BAC2 and BAC3) meetings shall be conducted “face to face” using the online platforms. The manner of holding BAC meetings should be announced and described in the Invitation to Bid at the onset of the procurement activities. It should clearly define the guidelines or procedures to be observed by the prospective bidders and other interested contractors, suppliers, or consultants, as follows:

- a. Using the attached Quick Fact Sheet, prospective bidders shall inform the concerned BAC Secretariat of their interest to participate in the prebid conference and opening of bids by sending the name/s of their authorized representative/s and their corresponding email address/es at least, the day before the meeting, to the following email addresses:
BAC 2 : upm-bac2-secretariat@up.edu.ph
BAC 3 : upm-bac3-secretariat@up.edu.ph
- b. The zoom link which shall be provided by the BAC Secretariat to those who signified their intention to attend at least one (1) hour before the scheduled start of the meeting. Only those whose names were submitted to the Secretariat will be allowed access to the meeting room. Zoom link should not be shared to other people.
- c. The prospective bidders/suppliers shall stay initially at the zoom waiting room until the discussion of the item where they intend to participate starts. The host of the meeting from the BAC Secretariat will then let them in to the meeting room just before the discussion of the specific matter they intend to participate.
- d. During discussion, participants shall be requested to put their audio/microphones in “mute” mode, and shall unmute only upon raising their hands and have been given by the presiding officer the permission to speak.
- e. Participants shall open their camera when speaking for proper recognition.
- f. After discussion, all prospective bidders/suppliers for a particular project will courteously be requested to leave the meeting.
- g. Attendance to the zoom meeting should be documented. Likewise, the proceedings/minutes of the meeting should be recorded.