### PHILIPPINE BIDDING DOCUMENTS

### PROCUREMENT OF GOODS/SERVICES

for the

PROCUREMENT OF GROUNDS MAINTENANCE SERVICES WITH LANDSCAPE IMPROVEMENT AT THE PHILIPPINE GENERAL HOSPITAL

Project Reference No.: BAC1-2023-12-0126

End-User: **OFFICE OF CUSTODIAL SERVICES** 

UPM – PHILIPPINE GENERAL HOSPITAL TAFT AVENUE, MANILA

### **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**

The Health Sciences Center

#### **BIDS & AWARDS COMMITTEE 1**

BAC Office, PGH Compound Taft Avenue, Manila Tel. No. 8554-8400 local 3014 / 3015



# INVITATION TO BID FOR

Project Reference No.: BAC1-2023-12-0126

## PROCUREMENT OF GROUNDS MAINTENANCE SERVICES WITH LANDSCAPE IMPROVEMENT AT THE PHILIPPINE GENERAL HOSPITAL

- 1. The University of the Philippines Manila Philippine General Hospital (UPM-PGH), intends to apply the sum of SEVEN MILLION NINE HUNDRED NINETY-THREE THOUSAND SIX HUNDRED SIXTY-FOUR PESOS & 00/100 (PHP7,993,664.00) ONLY through Fund 101, inclusive of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies, being the ABC to payments under the contract for PROCUREMENT OF GROUNDS MAINTENANCE SERVICES WITH LANDSCAPE IMPROVEMENT AT THE PHILIPPINE GENERAL HOSPITAL, under Project Reference No.: BAC1-2023-12-0126. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **UPM-PGH** now invites bids for the above Procurement Project. Delivery of the Goods is required within the period stated in Section VI, Schedule of Requirements. Bidders should have completed, *within two (2) 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 *UPM-PGH BAC 1 Secretariat* and inspect the Bidding Documents at the address given below during office hours from *8:00AM to 4:30PM*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 17 January 2024 from the given address and website(s) below *upon payment of the*

applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of <u>Twelve Thousand Pesos (Php12,000.00) Only</u>. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

- 6. The UPM-PGH will hold a Pre-Bid Conference on 26 January 2024, 9:30AM at Conference Room, BAC 1 Office, UPM-Philippine General Hospital, PGH Compound, Taft Avenue, Ermita, Manila and/or through video conferencing or webcasting *via* **ZOOM**, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before <u>9:00AM, 09 February 2024</u>. 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 <u>09 February 2024, 9:30AM</u> at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The UPM-PGH reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

BAC 1 Secretariat UP-Philippine General Hospital PGH Compound Taft Avenue, Manila

Telephone No.: 8554-8400 local 3014/3015 e-Mail Address: : bac1pgh.upm@up.edu.ph

12. You may visit the following websites:

For downloading of Bidding Documents: [www.philgeps.gov.ph] [https://bidsandawards.upm.edu.ph/]

Dean CHARLOTTE M. CHIONG, MD, PhD
Chairperson
Bids and Awards Committee 1

### 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, UPM-PGH wishes to receive Bids for the **Procurement of Grounds Maintenance Services with Landscape Improvement at the Philippine General Hospital**, with identification number **BAC1-2023-12-0126**.

The Procurement Project (referred to herein as "Project") is composed of One (1) Lot Procurement of Grounds Maintenance Services with Landscape Improvement at the Philippine General Hospital, (Annual Ground Maintenance & Paving Works at PGH Main Parking) 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 *Fund 101* in the amount of Seven Million Nine Hundred Ninety-Three Thousand Six Hundred Sixty-Four Pesos & 00/100 (Php7,993,664.00) Only.
- 2.2. The source of funding is:
  - a. NGA, the General Appropriations Act

### 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 **ITB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

### 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an **SLCC** that is at least one (1) contract similar to the **Project** the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - 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. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at the BAC 1 Conference Room, BAC 1

**Office, PGH Compound, Taft Avenue, Ermita, Manila** and/or through **ZOOM** 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 *two* (2) *years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

### 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (**Checklist of Technical and Financial Documents**).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

### 13. Bid and Payment Currencies

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

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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

14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120)* calendar days from the 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 two (2) copies – one (1) original and one (1) copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

#### 16. Deadline for Submission of Bids

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

### 17. Opening and Preliminary Examination of Bids

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

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

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

#### 18. Domestic Preference

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

### 19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall

- consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

### Option 1 – One Project with one-line item 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	For this purpose, contracts similar to the Project shall be:				
3.3	<ul> <li>a. Grounds Maintenance Services with Landscape Improvement</li> <li>b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.</li> </ul>				
7.1	Subcontracting is not allowed				
12	The price of the Goods shall be quoted DDP to the <i>University of the Philippines Manila – Philippines General Hospital</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:				
	a. The amount of not less than the amount equivalent to two percent (2%) of ABC, 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 the amount equivalent to five percent (5%) of ABC if bid security is in Surety Bond.				
19.3	The <b>NFCC computation</b> , must be sufficient for the contract to be awarded to the Bidder:				
	Item No.	Qty.	UOM	Item Description	Unit Cost (PHP)
	1	1	Lot	Procurement of Grounds Maintenance Services with Landscape Improvement at the Philippine General Hospital	
				Annual Ground Maintenance	6,861,120.00
				Paving Works at PGH Main Parking	1,132,544.00
	TOTAL APPROVED BUDGET FOR THE CONTRACT: PhP7,993,664.00				
20.2	Within a non-extendible period of five (5) days from receipt of the Notice of LCB/Post-Qualification from the BAC, the Bidder shall submit the following:				
	a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);				
	b) Latest Audited Financial Statement stamped "received by the BIR or its duly accredited and authorized institutions;				
	c) Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); (only tax returns filed and taxes paid through				

	the BIR Electronic Filing and Payment System (eFPS) shall be accepted;
	d) Mayor's or Business permit issued by the Local Government Unit having territorial jurisdiction of your principal place of business, or the equivalent document for Exclusive Economic Zones or Areas;
	e) Tax clearance per E.O. No. 398; s.2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);
	f) Other appropriate licenses and permits required by law and stated in the Bidding Documents.
	In case of Joint Venture, all parties shall submit the same documentation as stated above.
21.2	The agency may opt to engage GPPB Resolution No. 06-2022 dated 12 September 2022 for the renewal of regular and recurring services.

### 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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

### 5. Warranty

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

### 6. Liability of the Supplier

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

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

### Section V. Special Conditions of Contract

### **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** 

	Special Conditions of Contract
GCC Clause	
	Delivery and Documents –
1	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:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."
	"The delivery terms applicable to this Contract are delivered to the <i>University of</i> the <i>Philippines Manila – Philippine General Hospital</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."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in <b>Section VI</b> ( <b>Schedule of Requirements</b> ).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is the assigned staff at Property and Supply Division.
	Incidental Services –
	The Supplier is required to provide all the following services, including additional services, if any/if applicable, specified in Section VI. Schedule of Requirements:
	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.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.
	Spare Parts –
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

- b. in the event of termination of production of the spare parts:
  - 1. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - 2. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] months of placing the order.

#### Packaging -

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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. Transportation -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. 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. 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. **Intellectual Property Rights –** 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. Regular and Recurring Services -"The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications." **Inspection and Tests –** 4 The inspections and tests that will be conducted shall be in accordance with Section VII. Technical Specifications.

Compliance with the Scope of Works/Terms of Reference/Plan

## Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Delivered, Weeks/Months
	PROCUREMENT OF GROUNDS MAINTENANCE SERVICES WITH LANDSCAPE IMPROVEMENT AT THE PHILIPPINE GENERAL HOSPITAL	1 Lot	Upon receipt of the Notice to Proceed (NTP)
	<ul><li>a. Annual Ground Maintenance</li><li>b. Paving Works at PGH Main Parking</li></ul>		
1	1. Scope of Work 1.1. Location Grounds maintenance service shall be performed in Philippine General Hospital constituting a total land area of ten (10) hectares as shown in the attached Philippine General Hospital Plan. 1.2. Duration Grounds Maintenance shall be performed for at least eight (8) hours daily, Monday to Sunday, for total of 365 days. 1.3. Maintenance results to be delivered The service provider shall deliver the following maintenance results and should reflect these in their proposed maintenance methodology which forms part of the documents for submission.  Unless mentioned otherwise, the following result shall be delivered at all times during the contract period as a performance-based contract.		
	Services 1. Grounds Keeping a. Paved areas, roadways, walkways, driveways, lawn, and other landscape areas including benches, seat walls, and plant boxes are cleared of fallen leaves, twigs, branches, inorganic litter, residual waste, garbage, silt, rocks, and other debris daily.  Frequency: At least once a day b. Deployed waste bins are properly set up.  Frequency: Daily c. Deployed waste bins are cleaned at least once a month.  Frequency: Monthly d. Collected inorganic litter, residual waste, and garbage are placed in designated points where		

they will be picked up as municipal waste by the City of Manila Environmental Protection and Waste Management Department.

Frequency: As scheduled

e. Collected fallen leaves, twigs, and branches placed in waste bins, plastic bags, or sacks are hauled from point of collection to the designated processing area in the hospital.

Frequency: *Daily* 

f. Collected silt or rocks are placed in areas to be designated by PGH.

Frequency: *As needed* 

g. Paved surfaces like sidewalks and walkways are kept free of algae, moss, silt, and other elements that may cause them to become slippery or unsafe for walking during the rainy season.

Frequency: *As needed* 

h. Quarterly cleaning of outdoor furniture and signages to remove algae, moss, silt, and other elements that may affect its functionality or aesthetic quality.

Frequency: *Quarterly* 

i. Removal of wildings/balete sprouts on building crevices.

Frequency: *As needed* 

### 2. Landscape Management

a. Lawn areas, shrubs, and groundcovers are watered according to plants' watering requirements.

Frequency: *As needed* 

b. Water discharged for irrigation is kept within the softscape area only, not reaching any path walk or hardscapes nor left unattended.

Frequency: *As needed* 

c. The grass is cut and maintained at acceptable heights at all times.

Frequency: *Monthly* 

d. Lawns are aerated at least once within the contract year.

Frequency: *Annually* 

e. Groundcovers and shrubs are lush and free from damage.

Frequency: Daily

f. Groundcovers and shrubs are trimmed and maintained in the height and form specified by the PGH.

Frequency: *As needed* 

g. Landscape areas are free of weeds, litter, stones, or debris.

Frequency: *As needed* 

h. Fertilizers are applied as necessary.

Frequency: *As needed* 

i. Integrated Pest Management (IPM) is prioritized in addressing pest-related concerns in shrubs and ground covers. Exercise utmost caution in the use of pesticides in the hospital complex. To provide the methodology & schedule before implementation to the Office & Custodial Services.

Frequency: As needed

#### 3. Palm and Tree Care

a. Palms below 12 feet in height are free of brown, dried, and drooping fronds

Frequency: As needed

b. Trees below 12 feet in height and less than 6" in diameter are pruned for height clearance.

Frequency: *As needed* 

c. Safety, security, tree health, and aesthetics are taken into consideration during tree care operations. ANSI A300 standards of the United States of America (USA) –based Tree Care Industry Association are followed in pruning operations.

Frequency: *As needed* 

d. Tree care services such as the pruning of trees and branches beyond 12 feet in height and more than 6" in diameter, height and crown reduction, felling or removal, surgery, earth-balling and transplanting, root pruning, stump removal, wood chipping, and other treatments are performed as necessary with prior coordination with PGH and observance of applicable laws and policies subject to additional charge.

Frequency: As needed

## 4. Landscape Improvement: Paving Works at Main Parking

The service provider shall supply and install 102 square meters of gray interlocking pavers at the Main Parking. Paving works shall include the demolition of the existing heaved concrete sidewalks and hauling out of debris, supply, and compaction of sand, laying and installation of pavers, construction of concrete borders to create tree wells, and planting of Mexican Petunias on the tree wells.

Frequency: One-time installation to be completed

within the contract year.

#### 5. Other related deliverables

a. Assist in securing permits and license for tree balling, tree cutting, and other landscape maintenance activities that may require such from respective government authorities

Frequency: *As needed* 

b. Emergency clearing and hauling assistance during typhoons and natural calamities are provided, subject to an additional charge. The contractor will not be held liable for any damages or delays due to force majeure.

Frequency: As needed

c. Accident insurance is provided for both personnel and property damage not exceeding the total contract price

Frequency: For the whole contract period

- d. Safety warning signs, barriers, and other safety equipment that may be required to ensure the safety of the public are provided and installed Frequency: *As needed*
- e. The following documents are submitted on or before the deadline set by PGH:
- i. Weekly schedule, including manpower deployment schedule

Frequency: Weekly

ii. Monthly accomplishment reports for regular landscape and grounds maintenance

Frequency: *Monthly* 

iii. Proof of payment/remittances of SSS, PhilHealth, and HDMF of the previous month is submitted together with the billing

Frequency: *Monthly* 

f. Report to the Deputy Director for Administration through the head of the Office and Custodial Services any defective/damaged facilities within the contract area, such as electrical, plumbing, carpentry, painting, masonry, busted, and/or any unusual activities within the hospital premises and its surroundings.

Frequency: As needed

### 2. Resources to be provided

The service provider will deploy manpower, vehicles, equipment, tools, and consumables in adequate quantity to ensure that the above mentioned maintenance results are delivered. PGH

reserves the right, at any time during the contract period, to require the service provider to increase the quantity of resources deployed in case the current quantity fails to deliver the required maintenance results.

### 2.1. Manpower

Skilled manpower deployment shall be determined and provided by the service provider to ensure that the requirements of PGH are met. The service provider shall comply with all existing laws, rules, and regulations governing the employment of labor and workmen.

The service provider must have under its employ licensed foresters, agriculturists, and landscape architects who can provide the professional and technical know-how to ensure that landscaping and grounds maintenance activities are performed properly.

It must field a competent crew skilled in landscaping who know how to use and operate equipment and tools and are trained on safety practices and the use of personal protective equipment (PPE).

The service provider's employees shall be in proper and clean uniforms at all times. For identification, only one type of uniform and color scheme shall be adopted which will be subjected to the approval of PGH. The uniforms shall be provided at the service provider's own expense. The service providers shall also provide their employees with the proper identification cards upon completion of such prerequisites, as may be required by PGH.

The service provider is expected to enforce strict discipline and good order among its employees and shall agree to submit itself, its representatives, and all its workers to the rules and regulations of PGH on sanitation, security, and safety.

2.2. **Vehicles, equipment, tools, and consumables** The vehicles, equipment, tools, and consumables to be used in the delivery of maintenance results, including corresponding repairs and maintenance, shall be for the exclusive account of the service provider.

The service provider shall present for inspection at the premises of the Hospital, the vehicles, equipment, complete set of tools, and supplies listed below, within fifteen (15) calendar days from receipt of the Notice to Proceed from PGH.

PGH may, at its option, inspect the said vehicles, equipment, tools, and consumables in the service provider's storage area.

If after fifteen (15) calendar days from receipt of the Notice to Proceed, the service provider fails to present as such, the award may be canceled and issued to the second-ranked complying and responsive bidder.

### 2.2.1. Vehicles, equipment, and tools

The service provider must have the following vehicles, equipment, and tools, including applicable preventive maintenance and repair services, spare parts, and consumables, available for use in their operations in PGH:

1. Walk-behind or ride-on vacuum street sweeper

Description: 50-60 gallon litter capacity, gas-fed

2. Hauling Vehicle

Description: 4-wheeler, 2 cubic meter capacity

3. Manlift Truck

Description: 45-feet height reach, bucket with 200kg capacity, 4 or 6-wheeler with outrigger

4. Chainsaw

Description: 25" blade, 5.4 hp, gas-fed

Mechanized blowers

Description: *2.7bhp, 200mph air velocity* 

6. Power sprayer

Description: 1300 cubic meter per hour air throughput, 13L capacity

7. Brush Cutter

Description: 1hp, with blade/nylon and head attachment

8. Gardening tools

Description: All necessary gardening tools such as but are not limited to trowels, spades, pruning shears, hedge trimmers, etc.

Upon award, the service provider shall provide PGH with a list of its management and company vehicles that may be brought into the Hospital during the

contract period. Not all equipment and vehicles are to be deployed at the Hospital daily in consideration of available parking space.

#### 2.2.2. Consumables

The service provider must provide the following consumables in adequate quantity and frequency, if necessary, to meet the maintenance results:

1. Fertilizers

Description: Nitrogen-rich for vegetative growth and Complete N-P-K for optimum growth and maintenance

2. Rooting Hormone

Description: For propagating cuttings

3. Pesticides

Description: Broad spectrum insecticides for common insect pests, molluscicides for snails and slugs, Fungicide for common fungal infestation

4. Oil and fuel equipment and vehicles

Description: For power tolls, equipment, and vehicles

5. Garbage bags

Description: For outdoor trash bins and plasticpicking activities

6. Spare parts

Description: For preventive maintenance of equipment and vehicles

### 2.2.3. Personal Protective Equipment (PPE)

The service provider shall deploy manpower complete with the necessary Personal Protective Equipment (PPE). The following minimum PPE requirements per activity shall be required:

PPEs for regular landscape and grounds maintenance personnel:

- 1. Facemask
- 2. Caps/hat
- 3. Raincoat (during the rainy season)
- 4. Safety goggles/face shield (for mechanized grass cutter)
- 5. Garden apron (for mechanized grass cutter operators, if)
- 6. Rubber boots (during the rainy season and for mechanized)
- 7. Rubber gloves (for pesticide applicators)
- 8. Dust mask (for mechanized blower operators, if applicable)
- 9. Earplug/muff (for mechanized equipment

operators, if)

10. Reflectorized vests (for dawn and night operations)

PPEs for tree care services, if applicable

- 1. Raincoat (during the rainy season)
- 2. Hard Hats
- 3. Safety shoes (for chainsaw operators)
- 4. Rubber boots (during rains)
- 5. Climbing equipment and safety harness
- 6. Safety goggles/face shield (for mechanized grass cutter)
- 7. Gloves (for bucking)
- 8. Earplug/muff (for chainsaw operators, if applicable)

# 3. **Technical qualification of the service provider** As the basis of technical capability, the service provider should comply with the following

provider should comply with the following requirements as evidenced by documents for submission:

## 3.1. Track record in landscaping and grounds maintenance

Minimum of five (5) years experience in landscaping and grounds maintenance, nursery maintenance and management, and tree care

### 3.2. ISO 9001 certification

Competency and capability to design a quality management system aligned with ISO 9001:2015 that fits the requirements of PGH for effective landscape and grounds maintenance services of the highest quality

#### 3.3. **ISO 14001 certification**

Competency and capability to design an environmental management system aligned with ISO 14001:2015 that fits the requirements of PGH for effective management of its environmental responsibilities in line with the landscape and grounds maintenance services

#### 3.4. ISO 45001 certification

Competency and capability to design an occupational health and safety management system aligned with ISO 45001:2018 that fits the requirements of PGH to provide a safe and healthy workplace in line with the landscape and grounds maintenance services

## 3.5. Experience in grounds and landscape maintenance

Maintained grounds and landscaped areas with various ornamental plants, trees, and other landscape elements with a minimum coverage area of 10 hectares

### 3.6. Experience in professional tree care

Conducted professional tree care services such as pruning, removal, earth-balling, and transplanting in the past five (5) years

## 3.7. Experience in landscape design implementation

Implemented or executed landscape designs with a coverage area of 1,000 square meters in the past three (3) years (1 landscape project with a minimum of 1,000 square meters or an aggregate of 1 to 3 landscape projects that total to a minimum of 1,000 square meters)

### 4. Supervision

The service provider shall assign a supervisory team who shall oversee the performance of maintenance activities included in the scope, prepare reports and perform representation and coordination work with PGH.

- 4.1. **Agriculturist/ Forester** (full-time for the project) The agriculturist/forester shall serve as the representative of the service provider. All communications with the maintenance team shall be through the Agriculturist / Forester. The licensed Agriculturist/ Forester must have at least three (3) years of experience in grounds maintenance.
- 4.2. **Landscape Architect** (part-time for the project) The Landscape Architect must be duly licensed with at least three (3) years of experience with softscape and hardscape design. Shall be a member of the Philippine Association of Landscape Architects (PALA). The Landscape Architect should be available for any correspondence with regards to Landscape Architectural design scope in this Terms of Reference.

PGH shall, at all times, have the right to inspect the quality of work and performance of the service provider, decide on all questions which may arise as to the quality or acceptability of the services rendered, and require immediate corrective action.

### 5. Basis of payment

The contractor shall be paid every month

equivalent to one-twelfth (1/12) of the total contract price.

End-user will conduct a monthly performance audit based on a service level agreement (SLA). The SLA and monthly accomplishment reports will be used as an attachment for the billing. A satisfactory rating of 85% is required for processing of the audited month.

A rectification of a period of 48 hours, or as agreed upon with PGH, is given to the service provider in case it fails to acquire a satisfactory rating.

Payment for the audited month is postponed until the rectification period is completed and SLA performance is re-evaluated. If, after rectification period, the contractor still fails to receive a satisfactory rating, deductions at the rate of one-tenth (1/10) of one percent (1%) of the total contract price will be imposed daily until a satisfactory rating is achieved.

Delay due to non-responsiveness, with due notice, cannot be rectified. After three (3) consecutive months of rating below 85%, shall be considered a breach of obligation and subject to lawful action.

# REQUIRED DOCUMENTS FOR SUBMISSION OF CONTRACTOR/ POST QUALIFICATION REQUIREMENTS

- 1. Company Profile showing among others:
- a. Minimum of five (5) years experience in landscaping and grounds maintenance, nursery maintenance and management, and tree care;
- b. Maintained grounds and landscaped areas with various ornamental plants, trees, and other landscape elements with a minimum coverage area of 10 hectares in the past five (5) years;
- c. Conducted professional tree care services such as pruning, removal, earth-balling, and transplanting in the past five (5) years;
- d. Implemented or executed landscape designs with a coverage area of 1,000 square meters in the past five (5) years (1 landscape project with a minimum of 1,000 square meters or an aggregate of 1 to 3 landscape projects that total to a minimum of 1,000 square meters)
- e. Pictures of the above-mentioned projects

with area size

- f. List of available Licensed Technical Personnel such as but not limited to Landscape Architects, Agriculturists, and Foresters who are under the employ of the Contractor and will be made available to do periodic visits at PGH;
- 2. ISO 9001, 14001, and 45001 Certification;
- 3. Profile of all personnel to be deployed or made available to PGH if awarded the contract and proof of licenses of all technical personnel such as but not limited to Landscape Architects, Agriculturists, and Foresters;
- a. Agriculturist / Forester (full-time for the project) must be duly licensed with at least three (3) years of experience in grounds maintenance.
- b. Landscape Architect (part-time for the project) must be duly licensed with at least three (3) years of experience with softscape and hardscape design. Shall be a member of the Philippine Association of Landscape Architects (PALA). The Landscape Architect should be available for any correspondence with regards to Landscape Architectural design scope in this Terms of Reference.
- 4. List of all supplies, tools, equipment, and vehicles available for use in PGH. PGH may inspect the said vehicles, equipment, tools, and supplies at the contractor's storage area;
- 5. DOLE Certification of Compliance (D.O. 174);
- 6. Certificate of Satisfactory Completion of similar completed contracts for the past five (5 years);
- 7. Proposed methodology for the landscape and grounds maintenance services;
- 8. DENR Certificate of Registration of 25" Chainsaw;
- 9. Proof of Ownership or Rental Agreement of Vacuum Street Sweeper, Hauling Truck, and Manlift

I hereby commit to deliver/perform all the requirements upon receipt of the Contract as indicated above.

above.	
Name of Company/ Bidder	
Signature over Printed Name of Authorized Representative	
Date	

# 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**

IMPORTANT REMINDERS: 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 medical and dental equipment as well as assistive devices 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, brochures, manuals, etc., as appropriate, which will provide substantial information of the goods or product/s to be supplied.

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.

**DIRECTION:** Indicate either "Comply" or "Not Comply" under the *Statement of Compliance* column and the appropriate attachment as reference document.

Item Number	Description	Quantity	STATEMENT OF COMPLIANCE (COMPLY/ DID NOT COMPLY)
1	PROCUREMENT OF GROUNDS MAINTENANCE SERVICES WITH LANDSCAPE IMPROVEMENT AT THE PHILIPPINE GENERAL HOSPITAL	Lot	
	a. ANNUAL GROUND MAINTENANCE		
	b. PAVING WORKS AT PGH MAIN PARKING		

#### **TERMS OF REFERENCE:**

#### 1. Scope of Work

#### 1.1. Location

Grounds maintenance service shall be performed in Philippine General Hospital constituting a total land area of ten (10) hectares as shown in the attached Philippine General Hospital Plan.

#### 1.2. Duration

# Grounds Maintenance shall be performed for at least eight (8) hours daily, Monday to Sunday, for total of 365 days.

1.3. Maintenance results to be delivered

The service provider shall deliver the following maintenance results and should reflect these in their proposed maintenance methodology which forms part of the documents for submission.

Unless mentioned otherwise, the following result shall be delivered at all times during the contract period as a performance-based contract.

#### **SERVICES**

#### 1. Grounds Keeping

- a. Paved areas, roadways, walkways, driveways, lawn, and other landscape areas including benches, seat walls, and plant boxes are cleared of fallen leaves, twigs, branches, inorganic litter, residual waste, garbage, silt, rocks, and other debris daily
  - Frequency: At least once a day
- b. Deployed waste bins are properly set up
  - Frequency: Daily
- c. Deployed waste bins are cleaned at least once a month
  - Frequency: Monthly
- d. Collected inorganic litter, residual waste, and garbage are placed in designated points where they will be picked up as municipal waste by the City of Manila Environmental Protection and Waste Management Department
  - Frequency: As scheduled
- e. Collected fallen leaves, twigs, and branches placed in waste bins, plastic bags, or sacks are hauled from point of collection to the designated processing area in the hospital Frequency: Daily
- f. Collected silt or rocks are placed in areas to be designated by PGH  $\,$ 
  - Frequency: As needed
- Paved surfaces like sidewalks and walkways are kept free of algae, moss, silt, and other elements that may cause them to become slippery or unsafe for walking during the rainy season Frequency: As needed
- h. Quarterly cleaning of outdoor furniture and signages to remove algae, moss, silt, and other elements that may affect its functionality or aesthetic quality.
  - Frequency: Quarterly
- i. Removal of wildings/balete sprouts on building crevices
  - Frequency: As needed

#### 2. Landscape Management

a. Lawn areas, shrubs, and groundcovers are watered according to plants' watering requirements Frequency: As needed

b. Water discharged for irrigation is kept within the softscape area only, not reaching any path walk or hardscapes nor left unattended

Frequency: As needed

- c. The grass is cut and maintained at acceptable heights at all times Frequency: Monthly
- d. Lawns are aerated at least once within the contract year

Frequency: Annually

e. Groundcovers and shrubs are lush and free from damage

Frequency: Daily

f. Groundcovers and shrubs are trimmed and maintained in the height and form specified by the PGH

Frequency: As needed

g. Landscape areas are free of weeds, litter, stones, or debris

Frequency: As needed

h. Fertilizers are applied as necessary

Frequency: As needed

i. Integrated pest management (IPM) is prioritized in addressing pest-related concerns in shrubs and ground covers. Exercise utmost caution in the use of pesticides in the hospital complex. To provide the methodology & schedule before implementation to the Office & Custodial Services. Frequency: As needed

#### 3. Palm and Tree Care

a. Palms below 12 feet in height are free of brown, dried, and drooping fronds Frequency: As needed

b. Trees below 12 feet in height and less than 6" in diameter are pruned for height clearance. Frequency: As needed

c. Safety, security, tree health, and aesthetics are taken into consideration during tree care operations. ANSI A300 standards of the United States of America (USA) –based Tree Care Industry Association are followed in pruning operations.

Frequency: As needed

d. Tree care services such as the pruning of trees and branches beyond 12 feet in height and more than 6" in diameter, height and crown reduction, felling or removal, surgery, earth-balling and transplanting, root pruning, stump removal, wood chipping, and other treatments are performed as necessary with prior coordination with PGH and observance of applicable laws and policies subject to additional charge.

Frequency: As needed

#### 4. Landscape Improvement: Paving Works at Main Parking

The service provider shall supply and install 102 square meters of gray interlocking pavers at the Main Parking. Paving works shall include the demolition of the existing heaved concrete sidewalks and hauling out of debris, supply, and compaction of sand, laying and installation of pavers, construction of concrete borders to create tree wells, and planting of Mexican Petunias on the tree wells.

Frequency: One-time installation to be completed within the contract year.

#### 5. Other related deliverables

- a. Assist in securing permits and license for tree balling, tree cutting, and other landscape maintenance activities that may require such from respective government authorities Frequency: As needed
- b. Emergency clearing and hauling assistance during typhoons and natural calamities are provided, subject to an additional charge. The contractor will not be held liable for any damages or delays due to force majeure.

Frequency: As needed

- c. Accident insurance is provided for both personnel and property damage not exceeding the total contract price
  - Frequency: For the whole contract period
- d. Safety warning signs, barriers, and other safety equipment that may be required to ensure the safety of the public are provided and installed

Frequency: As needed

- e. The following documents are submitted on or before the deadline set by PGH:
  - Weekly schedule, including manpower deployment schedule Frequency: Weekly
  - ii. Monthly accomplishment reports for regular landscape and grounds maintenance Frequency: Monthly
  - iii. Proof of payment/remittances of SSS, PhilHealth, and HDMF of the previous month is submitted together with the billing Frequency: Monthly
- f. Report to the Deputy Director for Administration through the head of the Office and Custodial Services any defective/damaged facilities within the contract area, such as electrical, plumbing, carpentry, painting, masonry, busted, and/or any unusual activities within the hospital premises and its surroundings.

Frequency: As needed

#### 2. Resources to be provided

The service provider will deploy manpower, vehicles, equipment, tools, and consumables in adequate quantity to ensure that the above mentioned maintenance results are delivered. PGH reserves the right, at any time during the contract period, to require the service provider to increase the quantity of resources deployed in case the current quantity fails to deliver the required maintenance results.

#### 2.1. Manpower

Skilled manpower deployment shall be determined and provided by the service provider to ensure that the requirements of PGH are met. The service provider shall comply with all existing laws, rules, and regulations governing the employment of labor and workmen.

The service provider must have under its employ licensed foresters, agriculturists, and landscape architects who can provide the professional and technical know-how to ensure that landscaping and grounds maintenance activities are performed properly.

It must field a competent crew skilled in landscaping who know how to use and operate equipment and tools and are trained on safety practices and the use of personal protective equipment (PPE).

The service provider's employees shall be in proper and clean uniforms at all times. For identification, only one type of uniform and color scheme shall be adopted which will be subjected to the approval of PGH. The uniforms shall be provided at the service provider's own expense. The service providers shall also provide their employees with the proper identification cards upon completion of such pre-requisites, as may be required by PGH.

The service provider is expected to enforce strict discipline and good order among its employees and shall agree to submit itself, its representatives, and all its workers to the rules and regulations of PGH on sanitation, security, and safety.

#### 2.2. Vehicles, equipment, tools, and consumables

The vehicles, equipment, tools, and consumables to be used in the delivery of maintenance results, including corresponding repairs and maintenance, shall be for the exclusive account of the service provider.

The service provider shall present for inspection at the premises of the Hospital, the vehicles, equipment, complete set of tools, and supplies listed below, within fifteen (15) calendar days from receipt of the Notice to Proceed from PGH.

PGH may, at its option, inspect the said vehicles, equipment, tools, and consumables in the service provider's storage area.

If after fifteen (15) calendar days from receipt of the Notice to Proceed, the service provider fails to present as such, the award may be cancelled and issued to the second-ranked complying and responsive bidder.

#### 2.2.1. Vehicles, equipment, and tools

The service provider must have the following vehicles, equipment, and tools, including applicable preventive maintenance and repair services, spare parts, and consumables, available for use in their operations in PGH:

1. Walk-behind or ride-on vacuum street sweeper

Description: 50-60 gallon litter capacity, gas-fed

2. Hauling Vehicle

Description: 4-wheeler, 2 cubic meter capacity

3. Manlift Truck

Description: 45-feet height reach, bucket with 200kg capacity, 4 or 6-wheeler with outrigger

4. Chainsaw

Description: 25" blade, 5.4 hp, gas-fed

5. Mechanized blowers

Description: 2.7bhp, 200mph air velocity

6. Power sprayer

Description: 1300 cubic meter per hour air throughput, 13L capacity

7. Brush Cutter

Description: 1hp, with blade/nylon and head attachment

8. Gardening tools

Description: All necessary gardening tools such as but are not limited to trowels, spades, pruning shears, hedge trimmers, etc.

Upon award, the service provider shall provide PGH with a list of its management and company vehicles that may be brought into the Hospital during the contract period. Not all equipment and vehicles are to be deployed at the Hospital daily in consideration of available parking space.

#### 2.2.2. Consumables

The service provider must provide the following consumables in adequate quantity and frequency, if necessary, to meet the maintenance results:

1. Fertilizers

Description: Nitrogen-rich for vegetative growth and Complete N-P-K for optimum growth and maintenance

2. Rooting Hormone

Description: For propagating cuttings

3. Pesticides

Description: Broad spectrum insecticides for common insect pests, molluscicides for snails and slugs, Fungicide for common fungal infestation

4. Oil and fuel equipment and vehicles

Description: For power tolls, equipment, and vehicles

5. Garbage bags

Description: For outdoor trash bins and plastic-picking activities

6. Spare parts

Description: For preventive maintenance of equipment and vehicles

#### 2.2.3. Personal Protective Equipment (PPE)

The service provider shall deploy manpower complete with the necessary Personal Protective Equipment (PPE). The following minimum PPE requirements per activity shall be required:

#### PPEs for regular landscape and grounds maintenance personnel:

- 1. Facemask
- 2. Caps/hat
- 3. Raincoat (during the rainy season)
- 4. Safety goggles/face shield (for mechanized grass cutter)
- 5. Garden apron (for mechanized grass cutter operators, if)
- 6. Rubber boots (during the rainy season and for mechanized)
- 7. Rubber gloves (for pesticide applicators)
- 8. Dust mask (for mechanized blower operators, if applicable)
- 9. Earplug/muff (for mechanized equipment operators, if)
- 10. Reflectorized vests (for dawn and night operations)

#### PPEs for tree care services, if applicable

- 1. Raincoat (during the rainy season)
- 2. Hard Hats
- 3. Safety shoes (for chainsaw operators)
- 4. Rubber boots (during rains)
- 5. Climbing equipment and safety harness
- 6. Safety goggles/face shield (for mechanized grass cutter)
- 7. Gloves (for bucking)
- 8. Earplug/muff (for chainsaw operators, if applicable)

#### 3. Technical qualification of the service provider

As the basis of technical capability, the service provider should comply with the following requirements as evidenced by documents for submission:

#### a. Track record in landscaping and grounds maintenance

Minimum of five (5) years experience in landscaping and grounds maintenance, nursery maintenance and management, and tree care

#### b. ISO 9001 certification

Competency and capability to design a quality management system aligned with ISO 9001:2015 that fits the requirements of PGH for effective landscape and grounds maintenance services of the highest quality

#### c. ISO 14001 certification

Competency and capability to design an environmental management system aligned with ISO 14001:2015 that fits the requirements of PGH for effective management of its environmental responsibilities in line with the landscape and grounds maintenance services

#### d. ISO 45001 certification

Competency and capability to design an occupational health and safety management system aligned with ISO 45001:2018 that fits the requirements of PGH to provide a safe and healthy workplace in line with the landscape and grounds maintenance services

#### e. Experience in grounds and landscape maintenance

Maintained grounds and landscaped areas with various ornamental plants, trees, and other landscape elements with a minimum coverage area of 10 hectares

#### f. Experience in professional tree care

Conducted professional tree care services such as pruning, removal, earth-balling, and transplanting in the past five (5) years

#### g. Experience in landscape design implementation

Implemented or executed landscape designs with a coverage area of 1,000 square meters in the past three (3) years (1 landscape project with a minimum of 1,000 square meters or an aggregate of 1 to 3 landscape projects that total to a minimum of 1,000 square meters)

#### 4. Supervision

The service provider shall assign a supervisory team who shall oversee the performance of maintenance activities included in the scope, prepare reports and perform representation and coordination work with PGH.

- 4.1. **Agriculturist/ Forester** (full-time for the project) The agriculturist/forester shall serve as the representative of the service provider. All communications with the maintenance team shall be through the Agriculturist / Forester. The licensed Agriculturist/ Forester must have at least three (3) years of experience in grounds maintenance.
- 4.2. **Landscape Architect** (part-time for the project) The Landscape Architect must be duly licensed with at least three (3) years of experience with softscape and hardscape design. Shall be a member of the Philippine Association of Landscape Architects (PALA). The Landscape Architect should be available for any correspondence with regards to Landscape Architectural design scope in this Terms of Reference.

PGH shall, at all times, have the right to inspect the quality of work and performance of the service provider, decide on all questions which may arise as to the quality or acceptability of the services rendered, and require immediate corrective action.

#### 5. Basis of payment

The contractor shall be paid every month equivalent to one-twelfth (1/12) of the total contract price.

End-user will conduct a monthly performance audit based on a service level agreement (SLA). The SLA and monthly accomplishment reports will be used as an attachment for the billing. A satisfactory rating of 85% is required for processing of the audited month.

A rectification of a period of 48 hours, or as agreed upon with PGH, is given to the service provider in case it fails to acquire a satisfactory rating.

Payment for the audited month is postponed until the rectification period is completed and SLA performance is re-evaluated. If, after rectification period, the contractor still fails to receive a satisfactory rating, deductions at the rate of one-tenth (1/10) of one percent (1%) of the total contract price will be imposed daily until a satisfactory rating is achieved.

Delay due to non-responsiveness, with due notice, cannot be rectified. After three (3) consecutive months of rating below 85%, shall be considered a breach of obligation and subject to lawful action.

Required Documents for Submission of Contractor/ Post Qualification Requirements

- 1. Company Profile showing among others:
  - a. Minimum of five (5) years experience in landscaping and grounds maintenance, nursery maintenance and management, and tree care;
  - b. Maintained grounds and landscaped areas with various ornamental plants, trees, and other landscape elements with a minimum coverage area of 10 hectares in the past five (5) years;
  - c. Conducted professional tree care services such as pruning, removal, earth-balling, and transplanting in the past five (5) years;
  - d. Implemented or executed landscape designs with a coverage area of 1,000 square meters in the past five (5) years (1 landscape project with a minimum of 1,000 square meters or an aggregate of 1 to 3 landscape projects that total to a minimum of 1,000 square meters)
  - e. Pictures of the above-mentioned projects with area size
  - f. List of available Licensed Technical Personnel such as but not limited to Landscape Architects, Agriculturists, and Foresters who are under the employ of the Contractor and will be made available to do periodic visits at PGH;
- 2. ISO 9001, 14001, and 45001 Certification;
- 3. Profile of all personnel to be deployed or made available to PGH if awarded the contract and proof of licenses of all technical personnel such as but not limited to Landscape Architects, Agriculturists, and Foresters:
  - a. Agriculturist / Forester (full-time for the project) must be duly licensed with at least three (3) years of experience in grounds maintenance.
  - b. Landscape Architect (part-time for the project) must be duly licensed with at least three (3) years of experience with softscape and hardscape design. Shall be a member of the Philippine Association of Landscape Architects (PALA). The Landscape Architect should be available for any correspondence with regards to Landscape Architectural design scope in this Terms of Reference.
- 4. List of all supplies, tools, equipment, and vehicles available for use in PGH. PGH may inspect the said vehicles, equipment, tools, and supplies at the contractor's storage area;
- 5. DOLE Certification of Compliance (D.O. 174);
- 6. Certificate of Satisfactory Completion of similar completed contracts for the past five (5 years);
- 7. Proposed methodology for the landscape and grounds maintenance services;
- 8. DENR Certificate of Registration of 25" Chainsaw;
- 9. Proof of Ownership or Rental Agreement of Vacuum Street Sweeper, Hauling Truck, and Manlift Truck.

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Name of Company/ Bidde	er
Signature over Printed Nar	me of Representative
Date	

# 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

<u>Legal Do</u>	<u>cuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
(b)	or 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).  and
(e)	Notarized UP Questionnaire
<u>Technica</u>	<u>l Documents</u>
(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; <b>and</b>
(g)	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; <b>and</b>
(h)	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
[] (i)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <b>and</b>
(j)	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.

<u>Financia</u>	<u>l Documents</u>
(k)	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
(l)	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.
(m)	Class "B" Documents  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.
FINANC (a) (b) (c)	IAL COMPONENT ENVELOPE  Original of duly signed and accomplished Financial Bid Form; and  Original of duly signed and accomplished Price Schedule(s); and  Original of duly signed and accomplished Price Schedule "Annex A"
<u>Other do</u> ☐ (a)	[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.  Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II.

#### Bid Form

Date:	
Project Reference No.:	BAC1-2023-12-0126

#### THE BIDS AND AWARDS COMMITTEE 1

UPM – Philippine General Hospital Taft Avenue, Manila

Gentlemen and/or Ladies:

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

#### If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

#### **Price Schedule for Goods Offered from Abroad**

[shall be submitted with the Bid if bidder is offering goods from Abroad]

#### For Goods Offered from Abroad

Name	of Bidden	:		Project Reference No Page					
1	2	3	4	5	6	7	8	9	
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)	
Name	:								
Legal	Capacity:						<del> </del>		
Signa	ture:								
Duly	authorized	to sign t	he Bid fo	r and behalf of	·				

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

#### For Goods Offered from Within the Philippines

Name of Bidder			Project Ref No			Pageof				
1	2	3	4	5	6	7	8	9	10	
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8	Total Price delivered Final Destination (col 9) x (col 4)	
Nīzma										
Name: Legal Capacity:										
	Signature:									
Duly	Duly authorized to sign the Bid for and behalf of:									

#### **Contract Agreement**

	THIS AGREEMENT	made the	_ day of	20	t	etween [	name of
PROC	URING ENTITY] of	the Philippines	(hereinafter	called "the	Entity"	) of the	one part
and [n	ame of Supplier] of [ci	ity and country o	of Supplier]	(hereinafter	called "	the Supp	lier") of
the oth	ier part;						

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation:

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

#### **Acknowledgment**

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

#### **Omnibus Sworn Statement**

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]

# **Bank Guarantee Form for Advance Payment**

<b>THE BIDS AND AW</b> UPM – Philippine Ge Taft Avenue, Manila	<u>.</u>
Name of Contract:	
	Under Project Reference No
Gentlemen and/or L	adies:
Contract, which am Conditions of Contr (hereinafter called guarantee to guaran	the payment provision included in the Special Conditions of the General cact to provide for advance payment, [name and address of Supplier] the "Supplier") shall deposit with the PROCURING ENTITY a bank tee its proper and faithful performance under the said Clause of the int of [amount of guarantee in figures and words].
unconditionally and merely, the paymen right of objection or	r financial institution], as instructed by the Supplier, agree irrevocably to guarantee as primary obligator and not as surety to the PROCURING ENTITY on its first demand without whatsoever nour part and without its first claim to the Supplier, in the amount ant of guarantee in figures and words].
Contract to be perfo be made between th	at no change or addition to or other modification of the terms of the ormed there under or of any of the Contract documents which may be PROCURING ENTITY and the Supplier, shall in any way release us ader this guarantee, and we hereby waive notice of any such change, action.
<u> </u>	ll remain valid and in full effect from the date of the advance y the Supplier under the Contract until [date].
Yours truly,	
	Signature and seal of the Guarantors
[name of ban	k or financial institution]
[address]	
[date]	

#### **Bid Securing Declaration Form**

REPUBLIC OF THE PHILIPPINES)					
CITY OF	) S.S.				
	,				
X	v				
<b>X</b>	<b>A</b>				
	DID CECUDING DEGLADATION				
	BID SECURING DECLARATION				
	Project Reference No.:				
	· ———				

#### **BIDS AND AWARDS COMMITTEE 1**

UPM-Philippine General Hospital Taft Avenue, Manila

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

#### [Jurat]

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

#### **Performance Securing Declaration (Revised)**

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

#### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

#### [Jurat]

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

#### **NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

Project Reference No.: **BAC1-2023-12-0126**ABC: **Php7.993.664.00** 

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the <u>Audited Financial Statements</u>, submitted to the Bureau of Internal Revenue (BIR).

		Year 2022
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) using the following formula, must be equal to the ABC to be bid:

NFCC = [(current assets – current liabilities) (15)] minus value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

#### **NFCC Computation**

DETAILS	Amount
Current Assets	
	Minus
Current Liabilities	
Difference of Current Assets and	
Current Liabilities	M 10.11. J.1.
	Multiplied by
K	15
Total (Product)	
	Minus
Total amount of the Value of	
Outstanding Contracts	
Total NFCC Computation	
(Signature over Printed Name of Authorized Representative)	(Signatory's Legal Capacity)
Duly authorized to sign Bid for and or	behalf of

Standard Form Number: SF-GOOD-17 Revised on: May 24, 2004 University of the Philippines/ Philippine General Hospital

Project Reference No.

Name of Project:

BAC1-2023-12-0126
PROCUREMENT OF GROUNDS
MAINTENANCE SERVICES WITH
LANDSCAPE IMPROVEMENT AT
THE PHILIPPINE GENERAL
HOSPITAL

Location of Project: Office of
Custodial Services, UP-Philippine
General Hospital

### **Joint Venture Agreement**

#### KNOWN ALL BY THESE PRESENTS:

That thi	s JOINT VENTUF	RE AGREEMENT is ente	ered into By and Betwe	en, of
legal age,	, own	er/proprietor of		
(ci	il status)			
		-and-		
			, of legal age, _	<i></i>
owner/propriet	or of	a resident of		(civil status)
facilitate the Joi	nt Venture to pa oject to be con-	rticipate in the Eligibili	anpower, equipment, an ty, Bidding and Underta ity of the Philippines M	aking of the here-
NAME C	F PROJECT		CONTRACT AMOU	<u>UNT</u>
That bot	h parties agree t	o jointly and severely li	able for the entire assig	nment.
Official Represe execute and perbidding as fully	ntative of the J form any and a	oint Venture, and is g ll acts necessary and / and the Joint Venture m	and/or granted full power and for to represent the Join tay do and if personally	authority to do, nt Venture in the
	s Venture Agree by both parties		effect only for the abov	ve stated Projects
Done th	s day of	. in the vear	of the Lord	

(Name of Company)

(Address of the Company)

(Telephone & Fax of the Company)

(Website Address of the Company)

(e-Mail Address of the Company)

(Date of Issuance)

## **Letter of Acceptance**

This is to certify that _	has satisfactorily delivered
, -	(Name of Bidder)
	(Item Description)
under P.O. No/s	with Sales Invoice No and accepted on
	Said company has no more pending obligation with us regarding their
delivery/ies.	
(Signature over Printed Name)	
(Position)	
(Company Name)	

Note: This is a sample template only

#### University of the Philippines Diliman, Quezon City

#### **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 the 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 the Project	Reason for suspension/ blacklisting	Status (On-going/ Completed)

3.	Has your company ever been suspended or blacklisted by any
	government agency or private company?

YES	NO

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

Name of government agency/company	Name of the Project	Reason for suspension/ blacklisting	Status (On-going/ Completed)

4.	Has there ever been any project of your company in the
	University of the Philippines that was terminated by
	Administration?

YES	NO	NA

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

Constituent University/UP Campus	Name of the Project	Reason for suspension/ blacklisting	Status (On-going/ Completed)

5.	Do you certify that all the documents submitted by your
	Company and personnel are authentic?

YES	NO

6. Is there any Company of in relation company? personnel?	YES NO						
If YES, fill u	If YES, fill up the table below. Use additional pages if necessary.						
For Compa	ny						
Case Filed	Where Filed	Date Filed	Status (On-going/ Completed)	Remarks			
For Person	For Personnel						
Case Filed	Where Filed	Date Filed	Status (On-going/ Completed)	Remarks			
I hereby certify that all statements and information provided herein are complete, true and correct.  Name & Signature of Bidder :							
Authorized Official Des Company Date	Representative ignation						

#### ACKNOWLEDGEMENT

SUBSCRIBED AND S	WORN TO before me th	is day of	, 20
affiant exhibited to n	ne his/her Community Ta	x Certificate No	
issued on	at	, Philippines.	
		Notary Public	
		Until 31 December 20	
		PTR No.:	
		Issued at:	
		Issued on:	
		TO Y Y	

Standard Form Number: SF-GOOD-13a

University of the Philippines Manila/Philippine General Hospital

Project Reference No. BAC1-2023-12-0126

Name of Project: **PROCUREMENT OF GROUNDS MAINTENANCE SERVICES WITH** 

LANDSCAPE IMPROVEMENT AT THE PHILIPPINE GENERAL

HOSPITAL

Location of Project: OFFICE OF CUSTODIAL SERVICES, UPM-PHILIPPINE GENERAL HOSPITAL

### **Statement of All On-Going Government and Private Contracts**

**Including Contracts Awarded But Not Yet Started** 

BusinessName:BusinessAddress								
Name of Contract/ Project Cost	<ul><li>a. Owner's Name</li><li>b. Address</li><li>c. Telephone Nos.</li></ul>	Nature of Work	Bidder's Ro	ole	a. Date Awarded b. Date Started c. Date of	% accompl		Value of Outstanding Works/Undelivered Portion
			Description	%	Completion	Planned	Actual	
Government								
Private								
Note: This statemen	t shall be supported with:			<u> </u>		Total Cost		
	Award and/or Contract Proceed issued by the own	er						
Submitted by :	(Printed Name & Signa	 ature)						
Designation : Date :		-						

Standard Form Number: SF-GOOD-13b

Submitted by

Designation Date

University of the Philippines Manila/Philippine General Hospital

(Printed Name & Signature)

Project Reference No. BAC1-2023-12-0126

Name of Project: PROCUREMENT OF GROUNDS MAINTENANCE SERVICES WITH

LANDSCAPE IMPROVEMENT AT THE PHILIPPINE GENERAL

**HOSPITAL** 

Location of Project: OFFICE OF CUSTODIAL SERVICES, UPM-PHILIPPINE GENERAL HOSPITAL

# **Statement of the Single Largest Completed Contract**

Business Name:							
Business Address:		·····					
Name of Contract	a. Owner's Name b. Address c. Telephone Nos.		Bidder's Role  Description	%	a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed	
Government							
Private							
Note: This statement shall be su 1. Contract 2. Certificate of Comple 3. Certification of Accep	tion						

#### **PRICE SCHEDULE**

Project Reference Nos.: BAC1-2023-12-0126 - PROCUREMENT OF GROUNDS MAINTENANCE SERVICES WITH LANDSCAPE IMPROVEMENT AT THE PHILIPPINE GENERAL HOSPITAL for Office of Custodial Services - Duration: One (1) Year Contract

#### under Public Bidding

Opening of Bid: **09 February 2024, Friday, 9:30 AM** BAC 1 Conference Room, UP-PGH, Taft Avenue, Manila

AGENCY'S REQUIREMENTS						BID PROPOSAL				Remarks
Item No.	Item Description/Scope of Work	Qty	UOM	Unit Cost (PhP)	Total Cost (PhP)	Bidder's Specifications/ Scope of Work	Brand	Unit Cost (PhP)	Total Cost (PhP)	
1	PROCUREMENT OF GROUNDS MAINTENANCE SERVICES WITH LANDSCAPE IMPROVEMENT AT THE PHILIPPINE GENERAL HOSPITAL	1	LOT	7,993,664.00	7,993,664.00					
	a. Annual Ground Maintenance			6,861,120.00						
	b. Paving Works at PGH Main Parking			1,132,544.00						
	1. Scope of Work 1.1. Location Grounds maintenance service shall be performed in Philippine General Hospital constituting a total land area of ten (10) hectares as shown in the attached Philippine General Hospital Plan. 1.2. Duration Grounds Maintenance shall be performed for at least eight (8) hours daily, Monday to Sunday, for total of 365 days. 1.3. Maintenance results to be delivered The service provider shall deliver the									

C. II				
following maintenance results and				
should reflect these in their proposed				
maintenance methodology which				
forms part of the documents for				
submission.				
Unless mentioned otherwise, the				
following result shall be delivered at				
all times during the contract period as				
a performance-based contract.				
a performance basea contract.				
Services				
1. Grounds Keeping				
a. Paved areas, roadways,				
walkways, driveways, lawn, and other				
landscape areas including benches,				
seat walls, and plant boxes are cleared				
of fallen leaves, twigs, branches,				
inorganic litter, residual waste,				
garbage, silt, rocks, and other debris				
daily.				
Frequency: At least once a day				
b. Deployed waste bins are				
properly set up.				
Frequency: Daily				
c. Deployed waste bins are				
cleaned at least once a month.				
Frequency: Monthly				
d. Collected inorganic litter,				
residual waste, and garbage are				
placed in designated points where				
they will be picked up as municipal				
waste by the City of Manila				
Environmental Protection and Waste				
Management Department.				

Frequency: As scheduled				
e. Collected fallen leaves, twigs,				
and branches placed in waste bins,				
plastic bags, or sacks are hauled from				
point of collection to the designated				
processing area in the hospital.				
Frequency: Daily				
f. Collected silt or rocks are				
placed in areas to be designated by				
PGH.				
Frequency: As needed				
g. Paved surfaces like sidewalks				
and walkways are kept free of algae,				
moss, silt, and other elements that				
may cause them to become slippery or				
unsafe for walking during the rainy				
season.				
Frequency: As needed				
h. Quarterly cleaning of outdoor				
furniture and signages to remove				
algae, moss, silt, and other elements				
that may affect its functionality or				
aesthetic quality.				
Frequency: Quarterly				
i. Removal of wildings/balete				
sprouts on building crevices.				
Frequency: As needed				
Frequency: As needed				
2. Landscape Management				
a. Lawn areas, shrubs, and groundcovers are watered according				
to plants' watering requirements.				
Frequency: As needed				
b. Water discharged for				
irrigation is kept within the softscape				

	1	1	r	Ī		
area only, not reaching any path walk						
or hardscapes nor left unattended.						
Frequency: As needed						
c. The grass is cut and						
maintained at acceptable heights at all						
times.						
Frequency: Monthly						
d. Lawns are aerated at least						
once within the contract year.						
Frequency: Annually						
e. Groundcovers and shrubs are						
lush and free from damage.						
Frequency: Daily						
f. Groundcovers and shrubs are						
trimmed and maintained in the height						
and form specified by the PGH.						
Frequency: As needed						
g. Landscape areas are free of weeds, litter, stones, or debris.						
Frequency: As needed						
h. Fertilizers are applied as						
1 1						
necessary.						
Frequency: As needed						
i. Integrated pest management						
(IPM) is prioritized in addressing						
pest-related concerns in shrubs and						
ground covers. Exercise utmost						
caution in the use of pesticides in the						
hospital complex. To provide the						
methodology & schedule before						
implementation to the Office &						
Custodial Services.						
Frequency: As needed						

3. Palm and Tree Care				
a. Palms below 12 feet in height				
are free of brown, dried, and drooping				
fronds				
Frequency: As needed				
b. Trees below 12 feet in height				
and less than 6" in diameter are				
pruned for height clearance.				
Frequency: As needed				
c. Safety, security, tree health,				
and aesthetics are taken into				
consideration during tree care				
operations. ANSI A300 standards of				
the United States of America (USA) -				
based Tree Care Industry Association				
are followed in pruning operations.				
Frequency: As needed				
d. Tree care services such as the				
pruning of trees and branches beyond				
12 feet in height and more than 6" in				
diameter, height and crown reduction,				
felling or removal, surgery, earth-				
balling and transplanting, root				
pruning, stump removal, wood				
chipping, and other treatments are				
performed as necessary with prior				
coordination with PGH and				
observance of applicable laws and				
policies subject to additional charge.				
Frequency: As needed				
4. Landscape Improvement: Paving				
Works at Main Parking				
The service provider shall supply and				
install 102 square meters of gray				

 		1				
interlocking pavers at the Main						
Parking. Paving works shall include						
the demolition of the existing heaved						
concrete sidewalks and hauling out of						
debris, supply, and compaction of						
sand, laying and installation of pavers,						
construction of concrete borders to						
create tree wells, and planting of						
Mexican Petunias on the tree wells.						
Frequency: One-time installation to be						
completed within the contract year.						
,						
5. Other related deliverables						
a. Assist in securing permits and						
license for tree balling, tree cutting,						
and other landscape maintenance						
activities that may require such from						
respective government authorities						
Frequency: As needed						
b. Emergency clearing and						
hauling assistance during typhoons						
and natural calamities are provided,						
subject to an additional charge. The						
contractor will not be held liable for						
any damages or delays due to force						
majeure.						
Frequency: As needed						
c. Accident insurance is provided						
for both personnel and property						
damage not exceeding the total						
contract price						
Frequency: For the whole contract						
period						
d. Safety warning signs, barriers,						
and other safety equipment that may						
and other safety equipment that may	<u> </u>	1	1			

be required to ensure the safety of the				
public are provided and installed				
Frequency: As needed				
e. The following documents are				
submitted on or before the deadline				
set by PGH:				
i. Weekly schedule, including				
manpower deployment schedule				
Frequency: Weekly				
ii. Monthly accomplishment				
reports for regular landscape and				
grounds maintenance				
Frequency: Monthly				
iii. Proof of payment/remittances				
of SSS, PhilHealth, and HDMF of the				
previous month is submitted together				
with the billing				
Frequency: Monthly				
f. Report to the Deputy Director				
for Administration through the head				
of the Office and Custodial Services				
any defective/damaged facilities				
within the contract area, such as				
electrical, plumbing, carpentry,				
painting, masonry, busted, and/or any				
unusual activities within the hospital				
premises and its surroundings.				
Frequency: As needed				
2. Resources to be provided				
The service provider will deploy				
manpower, vehicles, equipment, tools,				
and consumables in adequate quantity				
to ensure that the above mentioned				
maintenance results are delivered.				

PGH reserves the right, at any time				
during the contract period, to require				
the service provider to increase the				
quantity of resources deployed in case				
the current quantity fails to deliver				
the required maintenance results.				
•				
2.1. Manpower				
Skilled manpower deployment shall				
be determined and provided by the				
service provider to ensure that the				
requirements of PGH are met. The				
service provider shall comply with all				
existing laws, rules, and regulations				
governing the employment of labor				
and workmen.				
The service provider must have under				
its employ licensed foresters,				
agriculturists, and landscape				
architects who can provide the				
professional and technical know-how				
to ensure that landscaping and				
grounds maintenance activities are				
performed properly.				
portormou proporty.				
It must field a competent crew skilled				
in landscaping who know how to use				
and operate equipment and tools and				
are trained on safety practices and the				
use of personal protective equipment				
(PPE).				
The service provider's employees				
shall be in proper and clean uniforms				

at all times. For identification, only				
one type of uniform and color scheme				
shall be adopted which will be				
subjected to the approval of PGH. The				
uniforms shall be provided at the				
-				
service provider's own expense. The				
service providers shall also provide				
their employees with the proper				
identification cards upon completion				
of such pre-requisites, as may be				
required by PGH.				
The service provider is expected to				
enforce strict discipline and good				
order among its employees and shall				
agree to submit itself, its				
representatives, and all its workers to				
the rules and regulations of PGH on				
sanitation, security, and safety.				
Samuation, security, and sarety.				
2.2. Vehicles, equipment, tools, and				
consumables				
The vehicles, equipment, tools, and				
consumables to be used in the				
delivery of maintenance results,				
including corresponding repairs and				
maintenance, shall be for the exclusive				
account of the service provider.				
The service provider shall present for				
inspection at the premises of the				
Hospital, the vehicles, equipment,				
complete set of tools, and supplies				
listed below, within fifteen (15)				
calendar days from receipt of the				

	 	<u> </u>		
Notice to Proceed from PGH.				
PGH may, at its option, inspect the				
said vehicles, equipment, tools, and				
consumables in the service provider's				
storage area.				
Storage area.				
If after fifteen (15) calendar days from				
receipt of the Notice to Proceed, the				
service provider fails to present as				
such, the award may be canceled and				
issued to the second-ranked				
complying and responsive bidder.				
2.2.1. Vehicles, equipment, and tools				
The service provider must have the				
following vehicles, equipment, and				
tools, including applicable preventive				
maintenance and repair services,				
spare parts, and consumables,				
available for use in their operations in				
PGH:				
1. Walk-behind or ride-on				
vacuum street sweeper				
Description: 50-60 gallon litter				
capacity, gas-fed				
2. Hauling Vehicle				
Description: 4-wheeler, 2 cubic meter				
capacity				
3. Manlift Truck				
Description: 45-feet height reach,				
bucket with 200kg capacity, 4 or 6-				
wheeler with outrigger				
Description: 25" blade, 5.4 hp, gas-fed				

5. Mechanized blowers				
Description: 2.7bhp, 200mph air				
velocity				
6. Power sprayer				
Description: 1300 cubic meter per				
hour air throughput, 13L capacity				
7. Brush Cutter				
Description: 1hp, with blade/nylon				
and head attachment				
8. Gardening tools				
8				
Description: All necessary gardening				
tools such as but are not limited to				
trowels, spades, pruning shears,				
hedge trimmers, etc.				
Upon award, the service provider				
shall provide PGH with a list of its				
management and company vehicles				
that may be brought into the Hospital				
during the contract period. Not all				
equipment and vehicles are to be				
deployed at the Hospital daily in				
consideration of available parking				
space.				
2.2.2. Consumables				
The service provider must provide the				
following consumables in adequate				
quantity and frequency, if necessary,				
to meet the maintenance results:				
1. Fertilizers				
Description: Nitrogen-rich for				
vegetative growth and Complete N-P-				
K for optimum growth and				

maintenance				
2. Rooting Hormone				
Description: For propagating cuttings				
3. Pesticides				
Description: Broad spectrum				
insecticides for common insect pests,				
molluscicides for snails and slugs,				
Fungicide for common fungal				
infestation				
4. Oil and fuel equipment and				
vehicles				
Description: For power tolls,				
equipment, and vehicles				
5. Garbage bags				
0 0				
Description: For outdoor trash bins				
and plastic-picking activities				
6. Spare parts				
Description: For preventive				
maintenance of equipment and				
vehicles				
2.2.3. Personal Protective				
Equipment (PPE)				
The service provider shall deploy				
manpower complete with the				
necessary Personal Protective				
Equipment (PPE). The following				
minimum PPE requirements per				
activity shall be required:				
PPEs for regular landscape and				
grounds maintenance personnel:				
1. Facemask				
2. Caps/hat				
3. Raincoat (during the rainy				

season) 4. Safety goggles/face shield (for mechanized grass cutter) 5. Garden apron (for mechanized grass cutter operators, if)				
<ul><li>6. Rubber boots (during the rainy season and for mechanized)</li><li>7. Rubber gloves (for pesticide applicators)</li><li>8. Dust mask (for mechanized)</li></ul>				
blower operators, if applicable) 9. Earplug/muff (for mechanized equipment operators, if) 10. Reflectorized vests (for dawn				
and night operations)  PPEs for tree care services, if applicable				
<ol> <li>Raincoat (during the rainy season)</li> <li>Hard Hats</li> <li>Safety shoes (for chainsaw operators)</li> </ol>				
<ul><li>4. Rubber boots (during rains)</li><li>5. Climbing equipment and safety harness</li><li>6. Safety goggles/face shield (for</li></ul>				
mechanized grass cutter) 7. Gloves (for bucking) 8. Earplug/muff (for chainsaw operators, if applicable)				
3. Technical qualification of the service provider				

As the basis of technical capability, the				
service provider should comply with				
the following requirements as				
evidenced by documents for				
submission:				
3.1. Track record in landscaping and				
grounds maintenance				
Minimum of five (5) years experience				
in landscaping and grounds				
maintenance, nursery maintenance				
and management, and tree care				
3.2. ISO 9001 certification				
Competency and capability to design a				
quality management system aligned				
with ISO 9001:2015 that fits the				
requirements of PGH for effective				
landscape and grounds maintenance				
services of the highest quality				
3.3. ISO 14001 certification				
Competency and capability to design				
an environmental management				
system aligned with ISO 14001:2015				
that fits the requirements of PGH for				
effective management of its				
environmental responsibilities in line				
with the landscape and grounds				
maintenance services				
3.4. ISO 45001 certification				
Competency and capability to design				
an occupational health and safety				
management system aligned with ISO				
45001:2018 that fits the requirements				
of PGH to provide a safe and healthy				
workplace in line with the landscape				
and grounds maintenance services				

3.5. Experience in grounds and				
landscape maintenance				
Maintained grounds and landscaped				
areas with various ornamental plants,				
trees, and other landscape elements				
with a minimum coverage area of 10				
hectares				
3.6. Experience in professional tree				
care				
Conducted professional tree care				
services such as pruning, removal,				
earth-balling, and transplanting in the				
past five (5) years				
3.7. Experience in landscape design				
implementation				
Implemented or executed landscape				
designs with a coverage area of 1,000				
square meters in the past three (3)				
years (1 landscape project with a				
minimum of 1,000 square meters or				
an aggregate of 1 to 3 landscape				
projects that total to a minimum of				
1,000 square meters)				
4. Supervision				
The service provider shall assign a				
supervisory team who shall oversee				
the performance of maintenance				
activities included in the scope,				
prepare reports and perform				
representation and coordination work				
with PGH.				
4.1. Agriculturist/ Forester (full-				
time for the project) – The				
agriculturist/forester shall serve as				

the representative of the service				
provider. All communications with the				
maintenance team shall be through				
the Agriculturist / Forester. The				
licensed Agriculturist/ Forester must				
have at least three (3) years of				
experience in grounds maintenance.				
4.2. Landscape Architect (part-				
time for the project) – The Landscape				
Architect must be duly licensed with				
at least three (3) years of experience				
with softscape and hardscape design.				
Shall be a member of the Philippine				
Association of Landscape Architects				
(PALA). The Landscape Architect				
should be available for any				
correspondence with regards to				
Landscape Architectural design scope				
in this Terms of Reference.				
PGH shall, at all times, have the right				
to inspect the quality of work and				
performance of the service provider,				
decide on all questions which may				
arise as to the quality or acceptability				
of the services rendered, and require				
immediate corrective action.				
5. Basis of payment				
The contractor shall be paid every				
month equivalent to one-twelfth				
(1/12) of the total contract price.				
End-user will conduct a monthly				
performance audit based on a service				
level agreement (SLA). The SLA and				

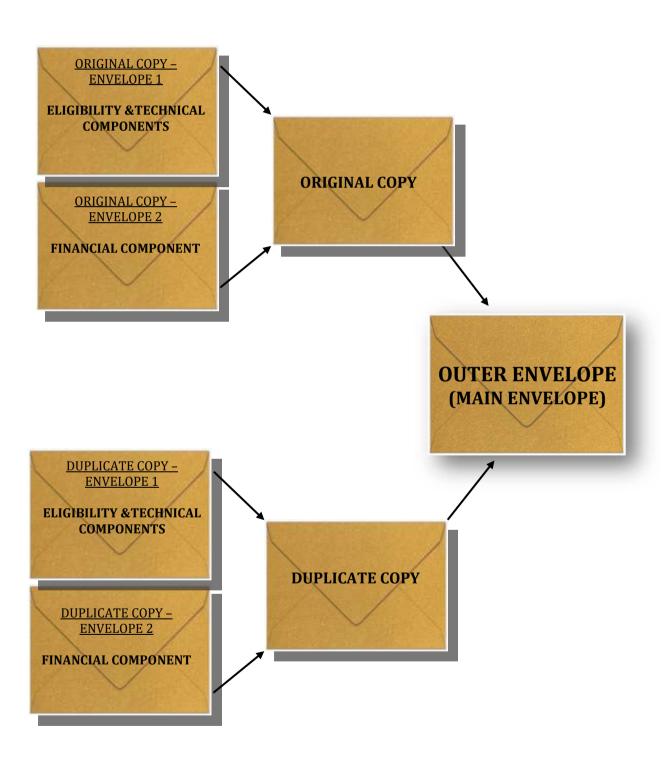
monthly accomplishment reports will					
be used as an attachment for the					
billing. A satisfactory rating of 85% is					
required for processing of the audited					
month.					
A rectification of a period of 48 hours,					
or as agreed upon with PGH, is given					
to the service provider in case it fails					
to acquire a satisfactory rating.					
Payment for the audited month is					
postponed until the rectification					
period is completed and SLA					
performance is re-evaluated. If, after					
rectification period, the contractor					
still fails to receive a satisfactory					
rating, deductions at the rate of one-					
tenth $(1/10)$ of one percent $(1\%)$ of					
the total contract price will be					
imposed daily until a satisfactory					
rating is achieved.					
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Delay due to non-responsiveness, with					
due notice, cannot be rectified. After					
three (3) consecutive months of rating					
below 85%, shall be considered a breach of obligation and subject to					
lawful action.					
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REQUIRED DOCUMENTS FOR					
SUBMISSION OF CONTRACTOR/ POST					
QUALIFICATION REQUIREMENTS					
1. Company Profile showing among					
others:					

a. Minimum of five (5) years				
experience in landscaping and				
grounds maintenance, nursery				
maintenance and management, and				
tree care;				
b. Maintained grounds and				
landscaped areas with various				
ornamental plants, trees, and other				
landscape elements with a minimum				
coverage area of 10 hectares in the				
past five (5) years;				
c. Conducted professional tree				
care services such as pruning,				
removal, earth-balling, and				
transplanting in the past five (5)				
years;				
d. Implemented or executed				
landscape designs with a coverage				
area of 1,000 square meters in the				
past five (5) years (1 landscape				
project with a minimum of 1,000				
square meters or an aggregate of 1 to				
3 landscape projects that total to a				
minimum of 1,000 square meters)				
e. Pictures of the above-				
mentioned projects with area size				
f. List of available Licensed				
Technical Personnel such as but not				
limited to Landscape Architects,				
Agriculturists, and Foresters who are				
under the employ of the Contractor				
and will be made available to do				
periodic visits at PGH;				
2. ISO 9001, 14001, and 45001				
Certification;				

3. Profile of all personnel to be				
deployed or made available to PGH if				
awarded the contract and proof of				
licenses of all technical personnel such				
as but not limited to Landscape				
Architects, Agriculturists, and				
Foresters;				
a. Agriculturist / Forester (full-				
time for the project) – must be duly				
licensed with at least three (3) years				
of experience in grounds				
maintenance.				
b. Landscape Architect (part-				
time for the project) - must be duly				
licensed with at least three (3) years				
of experience with softscape and				
hardscape design. Shall be a member				
of the Philippine Association of				
Landscape Architects (PALA). The				
Landscape Architect should be				
available for any correspondence with				
regards to Landscape Architectural				
design scope in this Terms of				
Reference.				
4. List of all supplies, tools,				
equipment, and vehicles available for				
use in PGH. PGH may inspect the said				
vehicles, equipment, tools, and				
supplies at the contractor's storage				
area;				
5. DOLE Certification of				
Compliance (D.O. 174);				
6. Certificate of Satisfactory				
Completion of similar completed				
contracts for the past five (5 years);				

7. Proposed methodology for the				
landscape and grounds maintenance				
services;				
8. DENR Certificate of				
Registration of 25" Chainsaw;				
9. Proof of Ownership or Rental				
Agreement of Vacuum Street Sweeper,				
Hauling Truck, and Manlift Truck.				

## Sample Diagram for Bid Packaging



## **Sealing and Marking of Envelopes**

**ALL folders / envelopes** shall be marked in accordance with Section 20.4 of the Instruction to Bidders in the Bidding Documents, which shall contain the following:

Name of the contract to be bid in **CAPITAL LETTERS**;

## PROCUREMENT OF GROUNDS MAINTENANCE SERVICES WITH LANDSCAPE IMPROVEMENT AT THE PHILIPPINE GENERAL HOSPITAL

- Name and address of the prospective bidder in **CAPITAL LETTERS**;
- Be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;

BIDS AND AWARDS COMMITTEE (BAC) 1
UPM – PHILIPPINE GENERAL HOSPITAL
TAFT AVENUE, MANILA

- Bear the specific identification of this bidding process indicated in ITB Clause 1.2;

Project Reference No.: <u>BAC1-2023-12-0126</u>

Bear a warning "**DO NOT OPEN BEFORE**..." the date and time for the opening of bids, in accordance with ITB Clause 18