




## Section VII. Technical Specifications


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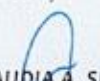
  
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### Notes for Preparing the Technical Specifications

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.




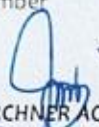


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Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.







## Technical Specifications

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Item	Specification	Statement of Compliance (Comply or Not Comply)
1	The Janitorial Service requirement of the Professional Regulation Commission Regional Office XI (PRC - RO XI) Davao City shall be for the purpose of maintaining the cleanliness and sanitation of the PRC XI Offices and offsite service centers.	
2	The undertaking shall consist of the provision of janitorial personnel and services for a period of six (6) months (January – June, 2022).	
3	The Contractor shall provide PRC XI with trained and qualified personnel complement of 6 Janitors to be deployed in PRC XI –Davao Office and Offsite Service Center.	
4	The Contractor shall absorb all existing janitors of PRC XI, if recommended by PRC RO XI.	
5	The Contractor shall provide PRC XI with a complete list of its personnel that will be detailed to work with PRC XI. The contractor shall not assign nor allow janitors who are not acceptable to PRC XI, to work within the designated area. The Contractor shall give a written notice to the Regional Director of PRC XI whenever any of the janitors are to be removed or replaced for just cause.	
6	PRC XI reserves the right to request for an increase in the number of janitor assigned to the PRC XI or to request for the reassignment if the exigency of work so requires. PRC XI may also request for decrease in number of janitors in case of non-availability of funds.	
7	The Contractor shall submit for interview and approval of the Regional Director all janitors before deployment.	
8	The Contractor shall submit for approval of the Chief of Finance and Administrative Division (FAD) a schedule for periodic general cleaning of areas herein covered for reference and guidance of the Office. All areas covered under the contract shall be maintained clean and sanitary at all times.	
09	The Contractor's performance will be subject to quarterly evaluation based on the terms and conditions of the contract.	
10	Janitors assigned shall render eight hours work every day, as indicated on the working time shift schedule, Section VI, Schedule of Requirements.	
11	The daily routine services to be rendered by janitors shall be: <ul style="list-style-type: none"> <li>a. Sweeping, dusting and polishing floor of all rooms, corridors, lobbies, stairs, comfort rooms (as assigned), fire exits, and entrances or areas as required by PRC XI;</li> <li>b. Cleaning and wiping of all office tables, glass tops,</li> </ul>	







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	furniture and fixtures, window ledges, counters, doorknobs and glass partitions; c. Cleaning, sanitizing and removal of stains or spots from the floors, walls and other surfaces; d. Provide assistance in the cleaning on regular basis of fans & air-con filters; e. Fetching water and filling of containers in the comfort rooms especially, when water is not available; f. Assists in the carrying and moving of furniture and fixtures; g. Proper disposal of solid and liquid waste pursuant to R.A. 9003 otherwise known as "Ecological Solid Waste Management Act 2000"; h. Upkeep of office potted plants and garden area, including the area outside the fence (as assigned) but still within the jurisdiction of PRC XI; i. Thorough general cleaning, washing and scrubbing of all the areas and comfort room facilities, on a weekend, as may be required by the Regional Director and/or the Chief of Administrative Officer and/or the Head of General Services; j. Washing and cleaning of PRC XI service vehicles (as required and assigned); and k. Other tasks as the circumstances may warrant or authorized by the Regional Director.	
	<b>QUALIFICATIONS OF JANITOR</b>	
12	The janitors to be assigned by the Contractor must possess the following qualifications: 1. Filipino citizen; 2. Not related to any PRB or PRC XI official employee (regular, casual, contractual, job order) within the 3 <sup>rd</sup> degree of affinity or consanguinity; 3. Of good moral character, with NBI Clearance and without previous record of any conviction of a criminal offense involving moral turpitude; 4. At least a high school graduate with Certification under oath that janitors are properly trained on janitorial services; 5. Not less than 18 years old; and 6. Physically and mentally fit.  The Janitor shall submit his resume and other pertinent documents for employment to the Chief of the Finance & Administrative Division before deployment. In addition, they shall submit the following: a. Medical certificate; b. NBI clearance; c. Police clearance; and d. Affidavit under oath of no relationship	
13	The janitors shall render satisfactory services from Monday through Friday or as may be required by PRC XI in the interest of the service.	
	<b>SUPERVISION AND ADMINISTRATION</b>	
14	The Contractor together with its assigned employee agree to abide with the performance and janitorial requirements of	





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	PRC XI in general and in the office where he is assigned at all times and comply promptly with directives, instructions and existing policies, programs, rules and regulations of PRC XI.	
15	Janitors assigned to restricted offices/areas where highly accountable assets and security documents are kept, shall be oriented on information security policies and rules, and shall perform their duties under close supervision of PRC officials concerned.	
16	The Contractor shall execute a Certification under oath that the janitors are screened and declared physically and mentally fit before they are allowed to report to their assigned post.	
17	The Janitor shall be under the supervision of the Chief of the Finance & Administrative Division. Before he assumes his function, an orientation of the scope of responsibility, rules and regulations of PRC XI and related matters shall be by the Finance & Administrative Division with the assistance of the Human Resource Management Officer. He shall not assume his post without the proper orientation.	
18	The Chiefs of Offices/Divisions concerned shall immediately report to the Chief Administrative Officer (CAO) of FAD compliance on the physical condition of the janitors assigned, with emphasis on checking whether he is under the influence of liquor, other intoxicating substance or prohibited drugs.	
19	If the Janitor is found to be under the influence of alcohol and/or prohibited drugs, he shall be immediately relieved from his post. No janitor shall smoke inside the premises of PRC XI and/or while on duty. The Contractor shall immediately replace the erring janitor otherwise, PRC XI shall deduct the cost of maintaining the post.	
20	The Contractor shall provide adequate and responsible supervision over its personnel/janitors and assume full responsibility for the proper and efficient performance of their duties. The PRC XI shall designate who will oversee/supervise for the overall management and coordination of work to be performed as per contract provision.	
21	PRC XI reserves the right to increase and/or decrease the number of janitors as the need arises. The Contractor shall correspondingly comply within twenty-four (24) hours upon receipt of a written notice.	
22	Before the expiration, the Contract may be extended upon agreement of both parties on a month-to-month basis but not to exceed six (6) months, due to the exigency of the service, or should there be a delay in the selection and awarding of a replacement contractor in accordance with RA 9184 and its Implementing Rules and Regulations.	
<b>PAYMENT</b>		
23	Payment for services rendered in accordance with the contract shall be made by the PRC XI directly to the Contractor on a monthly basis.	
24	Payment for services to the janitor shall be the amount appearing in the payroll of the Contractor. No amount shall	





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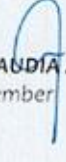
  
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	be deducted from the salary of the Janitor as payment/share for the equipment/supplies. <b>Violation of this agreement shall be a ground for termination of contract and/or blacklisting.</b>	
25	<p>Claims for payments by the Contractor shall be supported by the following documents:</p> <ul style="list-style-type: none"> <li>a.) Statement of Account;</li> <li>b.) Certification of completed delivery of janitorial services;</li> <li>c.) Summary report of attendance approved by the Chief of the Administrative Service;</li> <li>d.) Duly Accomplished Payroll;</li> <li>e.) Accomplishment Report for the period for the regular work and overtime, if any;</li> <li>f.) Approved Office Order for Overtime/Permission to Stay, if any;</li> <li>g.) Daily Time Records; and</li> </ul> <p>In addition, the Contractor shall furnish/issue:</p> <ul style="list-style-type: none"> <li>h.) Monthly certification or provide proof that the janitors who have rendered services in PRC XI were paid in accordance with the provisions of the Minimum Wage Law, the New Labor Code and other pertinent laws and decrees. On the certification issued, the individual janitor's signature should be obtained proving that their salaries have been given twice a month; and</li> <li>i.) Certified true copy of the quarterly proof of payment/remittances from PAG-IBIG, SSS, PHILHEALTH, and other applicable deductions to be submitted to the PRC XI Administrative Office every 15<sup>th</sup> day of the following month of every quarter.</li> </ul>	
26	All taxes payable to the government shall be borne by the Contractor.	
27	In case of increase of wage rate due to enactment of new laws, the Contractor may seek adjustment in writing, subject to the approval of PRC XI Regional Director.	
28	The Contractor shall post a Performance Security Bond as required by law, that will answer for losses caused to PRC XI, which are attributable, directly or indirectly, to the negligence or misbehavior or direct participation of the Janitors assigned by the Contractor. In case the bond is not sufficient to cover such losses or damages, the Contractor shall pay the balance directly to the PRC XI.	
29	The Contractor shall assume full responsibility on any claim for any compensation on injuries from accidents of the janitors assigned at PRC XI Davao Office and Offsite Service Center, in connection with the performance of their duties and shall free PRC XI of any legal suit, there being no employer-employee relationships between PRC XI and the janitors.	
30	The foregoing Terms and Conditions shall form part of the contract. Any violations of the bidding, and the contract, shall be sufficient grounds for the cancellation of the contract and/or blacklisting.	





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31	PRC XI reserves the right to terminate the contract after thirty (30) calendar days written notice to the Contractor after due verification of facts that the Contractor is not providing satisfactory services or not complying with the terms and conditions of the contract.	
32	The Contractor acknowledges that the services rendered under the Contract entered into with PRC XI shall be solely as an independent contractor. The Contractor shall not enter into any Memorandum of Agreement or commitment in behalf of PRC XI. The Contractor further acknowledges that it is not entitled to any employment rights or benefits. It is expressly understood that the Contract is not a joint venture between PRC XI and the Contractor.	
33	The Contractor expressly agrees that the Contract entered into with PRC XI and all its terms and conditions are subordinate to the rules and regulations which may be imposed from time to time by government regulatory bodies, instrumentalities or agencies.	
34	The Contract between PRC XI and the Contractor shall commence upon the execution of the contract with PRC XI.	
35	This Contract shall not be assigned by the Contractor to any party without the prior written consent of the PRC XI.	

**MONTHLY RATE OF JANITOR**

**Cost Breakdown for the Provision of Janitorial Services**

Total No. of days in a year : 264 days  
Daily Wage Rate (DWR) : Php396.00 / day

PARTICULARS		AMOUNT
<b>SCHEDULE 1. AMOUNT PAID DIRECTLY TO JANITOR</b>		
1.1	Basic Pay x 22 day work week	9,147.60
1.2	13th Month Pay (AMR / 12)	762.30
1.3	5 days Incentive Leave (DW*5/12)	173.25
1.4	Overtime Pay (2 days per month)	1,081.08
	(Twice a month general cleaning every Saturday)	
	<b>SUB-TOTAL AMOUNT</b>	<b>11,164.23</b>
<b>SCHEDULE 2. AMOUNT PAID TO GOVERNMENT IN FAVOR OF JANITOR:</b>		
2.1	SSS & ECC Premiums	860
2.2	PHILHEALTH Contribution	204.57
2.3	PAG-IBIG Premiums	100.00
	<b>SUB-TOTAL AMOUNT</b>	<b>1,164.57</b>
<b>TOTAL AMOUNT PAID IN FAVOR OF JANITORS</b>		<b>12,328.80</b>
<b>SCHEDULE 3. AGENCY FEE</b>		
3.1	Administrative Overhead (10%)	1,232.88
3.2	Value Added Tax (12%)	1,627.40
<b>TOTAL COST PER JANITOR</b>		<b>15,189.09</b>
No. of Janitors		6
No. of Months		6
<b>TOTAL CONTRACT COST</b>		<b>546,807.10</b>





Republic of the Philippines  
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Davao Regional Office XI  
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**ACKNOWLEDGEMENT AND COMPLIANCE  
WITH THE TERMS OF REFERENCE FOR THE  
PROCUREMENT OF JANITORIAL SERVICES  
FOR JANUARY-JUNE 2022**

\_\_\_\_\_  
SIGNATURE OVER PRINTED NAME  
OF AUTHORIZED REPRESENTATIVE  
DESIGNATION AND PRINTED NAME OF THE COMPANY