



**DOST-ASTI Bids and Awards Committee
Notice of Negotiated Procurement -Two Failed Biddings**

RFQ No.: 22-10-4104	Date: Jan-04-2023
PR No.: GAA-22-08-14582	Date: Oct-05-2022

The Advanced Science and Technology Institute (ASTI) , through its Bids and Awards Committee, will undertake **Negotiated Procurement:Two-failed Biddings** for the item/s listed below. Interested proponents are invited to attend **Negotiated Conference** at ASTI Building, Ground Flr. ASTI Bldg, C. P. Garcia Ave, U.P.Campus Diliman, Quezon City on: **January 9,2023 , 2:00 PM.**

For inquiries, you may call the BAC Secretariat at **+63 2 426-9759/60 local 1206/1212** and look for Ms. Katherine B. Ramos

Respectfully,

EMMANUEL P. BALINTEC
BAC Chairperson

ITEM NO.	TECHNICAL SPECIFICATIONS	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	<p>PROVISION OF JANITORIAL SERVICES FOR CY 2023</p> <p>I. OBJECTIVE</p> <p>The Department needs to maintain a clean and healthy working environment that is conducive to all its officials, employees and clients in the delivery of programs and services. Thus, we want to acquire a reputable supplier, which will provide: (1) efficient janitorial services and (2) trained janitorial personnel who are able to provide adequate and reliable maintenance services to the Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI) and its other offices to ensure its orderliness and sanitation including its buildings, facilities and grounds to support it's the day-to-day operation.</p> <p>Hiring a janitorial service is more advantageous over hiring an internal cleaning and maintenance staff because the Department will be free from labor and service liabilities which shall be borne by the Service Provider. As such, the Department will just have to procure the service and all the administrative and supervisory details will be handled by the Service Provider.</p> <p>In view hereof, it is just proper and fitting that DOST-ASTI will outsource a competent and highly efficient janitorial service provider that shall perform all cleaning tasks to keep the DOST-ASTI buildings, facilities and grounds well cleaned and well-maintained</p>	1	lot	3550000.00	3,550,000.00

at all times.

II. CONTRACT DURATION

The Duration of this contract shall be from 01 January to 31 December 2023.

III. PLACE OF ASSIGNMENT

A. Five (5) janitorial personnel shall be assigned to the Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI) with address at DOST-ASTI Bldg., CP Garcia Ave., UP Technopark Complex, UP Campus, Diliman, Quezon City 1101.

B. Two (2) janitorial personnel shall be assigned to the Electronics Product Development Center with office address at MIRDC Comp., Gen. Santos Ave., Bicutan 1631, Taguig City.

C. One (1) janitorial personnel shall be assigned to the University of the Philippines - National Engineering Center (UP-NEC), Diliman, Quezon City 1101.

IV. QUALIFICATIONS OF THE SERVICE PROVIDER

The Service Provider shall follow the qualifications indicated in the Terms of Reference.

V. WORK SCHEDULE

The janitorial personnel shall comply with the schedule and obligations stipulated in the Terms of Reference.

V. WORKWEAR

A. The Service Provider must provide proper uniform or workwear, as well as instruct janitorial personnel to wear the same, while inside DOST – ASTI, EPDC and UP-NEC premises from Monday to Saturday, for proper identification.

B. The Service Provider's personnel shall wear identification cards when they enter and while inside the DOST-ASTI, EPDC and UP-NEC premises. Wearing of proper uniform or workwear is mandatory.

C. The Service Provider shall provide safety work clothing to protect worker while performing delicate tasks. Safety shall not be compromised at all times.

VI. QUALIFICATIONS OF JANITORIAL PERSONNEL

Janitorial personnels, to be provided by the Janitorial Agency, shall comply with the qualifications set in the TOR.

VII. SCOPE OF SERVICES

The Janitorial personnel shall render the required working hours and shall strictly follow the scope of works indicated daily, weekly, monthly, quarterly and miscellaneous as per indicated in the TOR.

VIII. SUPPLIES, MATERIALS AND EQUIPMENT

The Service Provider shall provide the following type and quantity of tools, supplies, materials and equipment, which must be of guaranteed high quality to ensure maximum cleaning results per indicated in the Terms of Reference.

IX. OBLIGATIONS OF THE SERVICE PROVIDER TO ITS EMPLOYEES

Aside from paying their employees the proper wages and benefits, the Service Provider shall:

- A. Provide each Janitorial Personnel with at least two (2) sets of appropriate uniforms, protective gear, if necessary, and ensure that they shall always observe proper personnel hygiene and appear neat and clean. The Service Provider shall not deduct from the salary or claim from the janitor the cost of uniforms and IDs;
- B. The Service Provider shall pay its personnel not less than the minimum wage and other benefits mandated by law. The Service Provider shall provide the janitorial personnel their monthly pay slip containing the necessary information on it. The Service Provider shall comply with the laws governing labor standards and employee's compensation.
- C. Notify the janitorial personnel, at the time of hiring, as to the wages and working conditions under which they are employed, which shall include, but not be limited to, the following:
 1. The rate of wages payable;
 2. The method of calculation of wages;
 3. The periodicity of wage payment - the hour, day and place of payment; and
 4. Any increase or change with respect to any of the foregoing items during the existence of the contract.
- D. Provide each janitor personnel with a copy of the manual operations/company rules and regulations of the Service Provider on the following:
 1. Recruitment of personnel;
 2. Salaries of personnel;
 3. Attendance / leave credits;
 4. Performance standards;
 5. Sanctions for violation(s) of company rules and regulations;
 6. Equipment of supplies; and
 7. Duties/functions/responsibilities of personnel.

X. OBLIGATIONS OF THE AGENCY

The DOST-ASTI will provide a storage area of all equipment, to be provided by the Service Provider, in carrying out its services. Said equipment shall be

returned to the Service Provider only at the end of the contract or upon termination, hence, cannot be pulled out from DOST-ASTI and EPDC at any time within the contract period.

XI. OTHER MATTERS

A. The Service provider shall furnish the DOST-ASTI with a valid and sufficient Performance Bond in accordance with the rules set forth under Government Procurement Reform Act (R.A No. 9184) and its 2016 Implementing Rules and Regulations (IRR).

B. Should there be any wage or mandated benefit (i.e., SSS, PAG-IBIG and PHILHEALTH) increase in favor of the assigned janitorial personnel subsequent to the execution of the Contract pursuant to a Law, Executive Order, Decree or Wage Order, the Service Provider must inform the DOST-ASTI in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation, subject to the accounting and auditing rules and regulations and upon showing actual payment made to their employees.

C. The Service Provider shall furnish DOST-ASTI the monthly billing, together with copies of payroll, remittances (with official receipt of SSS, PAG-IBIG and PHILHEALTH) and other state insurance fund contributions for all janitorial personnel assigned, every 15th of the month. Should the Janitorial Agency fail to comply, DOST-ASTI shall withhold the payment for the current month until the latter shall have complied with subject requirement.

D. It is expressly understood that no employee-employer relationship exists between the parties of their employees, representatives and agents. The DOST- ASTI shall not be responsible for any claims for general injury, including death sustained by the janitorial personnel or any third person arising out of or during the performance of the functions of the janitors pursuant to this contract.

E. The Service Provider shall be responsible for any loss or damage that may be incurred by its janitorial personnel. The DOST - ASTI may suspend or withhold whatever contract payments may be due the Service Provider should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage shall have been duly paid, restituted or repaired by the Service Provider, or go after the Performance Bond set forth in this Contract Agreement. Likewise, the DOST - ASTI has the option to demand payment for the replacement value of the lost properties, or its replacement by another at least substantially in the same condition as the former.

F. The Service Provider shall maintain effective

discipline and full control and supervision over the janitorial personnel assigned under this Contract Agreement, as well as the manner of performance of their duties. However, the Service Provider binds itself to cause the implementation and enforcement of all rules, regulations or directives that DOST-ASTI may issue concerning the conduct of said janitorial personnel.

G. The Service Provider and its janitorial personnel shall undergo periodic performance evaluation which shall serve as the basis of continuation of its services.

H. The Service Provider shall provide three (3) units (1-ASTI, 1-EPDC and 1-NEC) of official cellphone with load allowance for the janitorial personnel assigned in DOST-ASTI, EPDC and NEC to be used for official business only.

I. Extension of Contract is subject to the provisions of R.A. No. 9184 and its 2016 IRR. The extended term shall automatically terminate upon effectivity of a new contract.

J. The Service Provider agrees that the DOST - ASTI, through Property and Supply Section, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Service Provider.

XII. NOTES:

A. Should there be any discrepancy with the technical requirements stipulated herein and the Terms of Reference, requirement/s provided for in the former shall govern.

B. Any other term, condition or provision not stipulated in this document will be covered by a separate agreement as proposed and agreed upon by DOST-ASTI and the Janitorial Agency.

C. Bidders must comply with all specifications contained in this PR, TOR and supplemental bid bulletin, if any.

D. The DOST-ASTI has the right to screen applicants and choose the personnel to be assigned.

E. The Breakdown of Budget shall be under MFO1 amounting 1,500,000.00 and MFO2 with a budget of 2,000,000.00

XIII. ADDITIONAL REQUIREMENTS

The Bidder shall submit the additional requirements prescribed in the TOR within fifteen (15) days upon issuance of NTP

XIV. TERMS OF PAYMENT

Payment shall be made on a monthly basis for twelve (12) months subject to submission of billing statement and other supporting documents by the Service Provider. Services shall only be billed based on the

