

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

Table of Contents

| | |
|--|-----------|
| Glossary of Acronyms, Terms, and Abbreviations | 4 |
| Section I. Invitation to Bid..... | 7 |
| Section II. Instructions to Bidders..... | 10 |
| 1. Scope of Bid | 11 |
| 2. Funding Information..... | 11 |
| 3. Bidding Requirements | 11 |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices | 11 |
| 5. Eligible Bidders..... | 11 |
| 6. Origin of Goods | 12 |
| 7. Subcontracts | 12 |
| 8. Pre-Bid Conference | 12 |
| 9. Clarification and Amendment of Bidding Documents | 12 |
| 10. Documents comprising the Bid: Eligibility and Technical Components | 13 |
| 11. Documents comprising the Bid: Financial Component | 13 |
| 12. Bid Prices | 13 |
| 13. Bid and Payment Currencies | 14 |
| 14. Bid Security | 14 |
| 15. Sealing and Marking of Bids | 14 |
| 16. Deadline for Submission of Bids | 15 |
| 17. Opening and Preliminary Examination of Bids | 15 |
| 18. Domestic Preference | 15 |
| 19. Detailed Evaluation and Comparison of Bids | 15 |
| 20. Post-Qualification | 16 |
| 21. Signing of the Contract | 16 |
| Section III. Bid Data Sheet | 18 |
| Section IV. General Conditions of Contract | 20 |
| 1. Scope of Contract | 21 |
| 2. Advance Payment and Terms of Payment | 21 |
| 3. Performance Security | 21 |
| 4. Inspection and Tests | 21 |
| 5. Warranty | 22 |
| 6. Liability of the Supplier | 22 |
| Section V. Special Conditions of Contract | 23 |
| Section VI. Schedule of Requirements | 28 |
| Section VII. Technical Specifications | 29 |
| Section VIII. Checklist of Technical and Financial Documents | 32 |

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.

INVITATION TO BID FOR
Outsourcing of CY2022 Janitorial Services for DSWD-
CAR
ITB 2022-DSWD-CAR-07

1. The *Department of Social Welfare and Development – Cordillera Administrative Region*, through the **General Appropriations Act of 2022** intends to apply the sum of **Two Million Three Hundred Three Thousand One Hundred Pesos (Php 2,303,100.00)** being the ABC to payments under the contract for **Outsourcing of CY2022 Janitorial Services for DSWD-CAR**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Department of Social Welfare and Development - CAR* now invites bids for the above Procurement Project. Delivery of the Goods is required by **April 1, 2022 to December 31, 2022**. 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.
 - a. 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 *Department of Social Welfare and Development - CAR* and inspect the Bidding Documents at the address given below during **8:00AM to 5:00PM**, Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders on **02 March 2022 to 12:00 PM of 21 March 2022** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 5,000.00**.

The procuring entity allows payment of bidding documents through Bank-to-Bank transaction. However, the Official Receipt shall only be issued to the bidder upon receipt of the original deposit slip by the Cash Section with the following bank details:

Account Number : 0222-0218-63
Account Name : DSWD FO CAR (MISC TRUST ACCNT)
Name of the Bank: LANDBANK – Baguio Branch

5. The *Department of Social Welfare and Development-CAR* will hold a **Pre-Bid Conference**¹ on **10:00 AM of 09 March 2022** at *DSWD-CAR Premises* through video conferencing or Google Meet with meeting ID/Link as <https://meet.google.com/tsd-bdpz-xsb> which shall be opened to prospective bidders.

6. Bids must be duly received by the BAC Secretariat at the office address indicated below on or before **12:00 PM (PST) 21 March 2022**. Late bids shall not be accepted.

The procuring entity allows submission through courier provided that the bid envelope will be received on or before the deadline of bid submission.

7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

8. Bid opening shall be on **21 March 2022 at 1:30 PM** at *DSWD-CAR Premises* and **via Google Meet with meeting ID/Link as <https://meet.google.com/wpk-fkhu-sqb>**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

9. The *Department of Social Welfare and Development* 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.

10. For further information, please refer to:

BAC SECRETARIAT

Procurement Section

DSWD-CAR

40 North Drive, Baguio City

bacsec.car@dswd.gov.ph

(074) 661-0430 Local 25025 / (02) 369-6580

Mobile Numbers:

Globe: 0915-151-9259

Smart: 0963-610-9340

11. You may visit the following website for downloading of Bidding Documents:
<https://car.dswd.gov.ph/downloads/procurement/procurement-opportunities/>

SGD
ENRIQUE H. GASCON JR.
BAC Chairperson

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

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *Department of Social Welfare and Development - CAR* wishes to receive Bids for the *Outsourcing of CY2022 Janitorial Services for DSWD-CAR* with identification number *ITB 2022-DSWD-CAR-07*.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *2022* in the amount of *Two Million Three Hundred Three Thousand One Hundred Pesos (Php 2,303,100.00)*.

2.2. The source of funding is:

a. General Appropriations Act of 2022

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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 and/or through videoconferencing/Google Meet} 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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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 Peso.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **December 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

[Include the following clauses if Framework Agreement will be used:]

21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.5. The following documents shall form part of the Framework Agreement:

- a. Framework Agreement Form;
- b. Bidding Documents;
- c. Call-offs;
- d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

| ITB Clause | |
|------------|--|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Provision of Janitorial and Utility Services</p> <p>b. Completed within Two (2) Years prior to the deadline for the submission and receipt of bids.</p> |
| 7.1 | <i>Not applicable</i> |
| 12 | The price of the Goods shall be quoted DDP within the <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than Php 46,062.00 or 2% of the ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Php 115,155.00 or 5% of the ABC if bid security is in Surety Bond.</p> |
| 19.3 | <i>Not Applicable</i> |
| 20.2 | <i>Not Applicable</i> |
| 21.1 | <i>Not Applicable</i> |

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. **Scope of Contract**

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

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

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

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

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

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

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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

| GCC Clause | |
|------------|---|
| 1 | <p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and |

- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

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:

Select appropriate requirements and delete the rest.

- 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:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. 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.

| | |
|--|---|
| | <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> |
| | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> |

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

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 No. | Description | Quantity | Facility | Delivered, Weeks/Months |
|--------------------|------------------------------------|----------|---|-------------------------|
| 1 | Number of workers/personnel | | | |
| | Utility Worker | 8 | FO - New Building & Old Building (Whole Area) | April to December 2022 |
| | Utility Worker | 2 | RSCC, Wangal, La Trinidad, Benguet/ Temporary Residence (Whole Area) | |
| | Utility Worker | 2 | Secretary's Cottage and Training Center | |
| | Utility Worker (Skilled Worker) | 1 | FO Office/RSCC/Secretary's Cottage and Training Center | |
| Utility Supervisor | 1 | | | |

Provision of Tools, Equipment and Janitorial Supplies

A. SUPPLIES – to be delivered every 5th day of the month

| ITEM | QUANTITY | UNIT |
|---|----------|----------|
| Toilet Bowl and urinal cleaner, 750ml | 10 | Liter |
| Bleaching solution, 1000ml | 12 | Liter |
| Liquid Hand Soap, 750ml | 12 | Liter |
| Powdered Soap, 1kg | 12 | Kilogram |
| Fabric Conditioner, 750ml | 6 | Liter |
| Dishwashing Liquid (450ml) | 6 | Liter |
| Air Freshener (320ml) | 12 | Can |
| Furniture Polisher (330ML) | 6 | Can |
| Foot Rug, cotton | 6 | Piece |
| Dusting/waste rug, cotton (10pcs/bundle) | 7 | Bundle |
| Scouring pad | 12 | Piece |
| Dishwashing scrubbing pad, 75mmx75mmx30mm | 10 | Piece |
| Hand gloves, rubberized | 14 | Pairs |

| | | |
|---|----|-------|
| Garbage bag, black, XL (10pcs/pack) | 20 | Packs |
| Toilet bowl brush | 10 | Piece |
| Mop head | 13 | Piece |

B. Tools and Equipment – to be delivered within ten (10) calendar days upon deployment of janitorial personnel

| ITEM | QUANTITY | UNIT |
|-------------------------------|-----------------|-------------|
| Mop squeezer with bucket, HD | 2 | Set |
| Ceiling Broom | 12 | Piece |
| Vacuum cleaner, HD | 1 | Unit |
| Spray gun, plastic | 14 | Piece |
| Spinner, 10kg | 1 | unit |
| Dust pan, plastic | 12 | piece |
| Pail, at least 4gal. capacity | 12 | piece |
| Dipper, plastic | 12 | piece |
| Mop handle | 13 | piece |
| Soft broom | 13 | piece |
| Stick broom | 13 | piece |

Note:

- **Janitorial supplies should be environment friendly**
- **Equipment will still be the property of the winning bidder after the contract**

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

| Item | Specification | Statement of Compliance |
|------|--|---|
| | <p>Please refer to Section VI. Schedule of Requirements</p> | <p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p> |
| | <p>Terms and Conditions:</p> | |
| 1 | <p>Can comply with the Schedule of Requirements and attached Terms of Reference (TOR).</p> | |

| | | |
|---|---|--|
| 2 | <p>Stability of the Service Provider (<i>to be checked during post-qualification</i>)</p> <p>a. Service provider should have at least five (5) years' experience in managing janitorial and utility services</p> <p>b. Service provider should have enough liquidity based on the NFCC</p> <p>c. Service provider should have organizational set-up</p> | |
| 3 | The Service Provider shall provide a Housekeeping Plan based on the checklist indicated in the Terms of Reference | |
| 4 | Wage Order No. RB-CAR-20: "Prescribing the New Minimum Wage Rates of Private Sector Workers in the Cordillera Administrative Region" shall be strictly observed | |
| 5 | The Service Provider shall provide the needed equipment, tools, supplies and materials to be used in performing the above services that shall be for the account of the Service Provider. | |
| 6 | The General Services Section shall monitor the consumption of supplies to determine its adequacy and effectiveness and ensure that the required volumes of supplies are met. | |
| 7 | The delivery of supplies must be every 5th of the month . In the event that the supplies and materials are in excess of the requirement, the quantity and items could be adjusted for the more useful supplies and materials. However, the amount shall be equivalent to the original cost of the replaced items. For the tools and equipment, it should be delivered ten (10) calendar days upon deployment of janitorial services | |
| 8 | Delivery and issuance of supplies, materials and equipment must follow the DSWD-CAR's established Standard Operating Procedures (SOP) | |
| 9 | The Service Provider shall prepare regular reports on the day-to-day operations especially problems encountered while providing the service and to be submitted to General Services Section. | |

| | | |
|----|--|--|
| 10 | The Service Provider shall be ready at all times to provide extra manpower or extension of authorized tour of duty during special occasions or in case of emergencies or natural calamities necessitating relief operations, to have a team of trained personnel within the authorized work force to undertake such job | |
| 11 | Frequent visit of operations officer to monitor performance of deployed personnel with complete uniform and Personal Protective Equipment (PPE) | |
| 12 | The janitorial personnel must be physically, emotionally and mentally fit and properly trained | |
| 13 | The janitorial personnel at all times shall be in uniform (scrub suit) and provided with appropriate identification cards | |
| 14 | The Service Provider shall answer for any damage to or loss of the Departments properties, or to those for which the Department is responsible, which may be sustained by the Department, through the fault of the Service Provider's personnel | |
| 15 | The Service Provider guarantees the quality of all cleaning equipment, tools and supplies and materials necessary for the performance of the services. | |
| 16 | The Service Provider shall submit to the Department their billings every 5 th and 20 th day of the month in compliance with the Department's Monthly Disbursement Program | |
| 17 | The Service Provider shall maintain at least satisfactory level of performance based on appraisal conducted by the Department throughout the term of contract based on the following criteria: <ul style="list-style-type: none"> - Quality of service delivered - Time Management - Management and suitability of personnel - Contract administration and management - Provision of regular progress report | |

| | | |
|----|---|--|
| | | |
| 18 | The Service Provider shall at all times be solely liable and responsible for the enforcement of and compliance with all existing laws, rules and regulations on labor, personnel wages/salaries/benefits, rights and privileges, particularly the Labor Code, Social Security System, Employees Compensation Commission, Philippine Health Insurance, among others. The Service Provider shall hold the Department free from any liabilities in respect thereto and/or which may arise therefrom | |
| 19 | <p>Recruitment and Selection Criteria</p> <p><u>Minimum Qualifications for Supervisor:</u></p> <ul style="list-style-type: none"> - At least 2nd Year College Level - At least one (1) year Supervisory experience for janitor works <p><u>Minimum Qualifications for Skilled Personnel (Preferably with TESDA Certificate)</u></p> <ul style="list-style-type: none"> - Plumber NCI or Electrician NCII with knowledge in basic electrical, plumbing and carpentry skills - Must have at least one (1) year experience - Must undergo actual testing <p><u>Minimum Qualifications for Utility Personnel:</u></p> <ul style="list-style-type: none"> - Must have knowledge on basic gardening / landscaping / housekeeping and janitorial related services | |
| 20 | The winning bidder to submit profile of workers (201 Files) to be deployed upon execution of contract | |

Note:

- The Procuring Entity shall provide the Service Provider with free use of suitable space for personnel.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- Valid PhilGEPS Registration Certificate (Platinum Membership) (**all pages**) **in accordance with Section 8.5.2 of the IRR**
and

Technical Documents

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

Financial Documents

- The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence – in case such, explicitly specify which among the parties are the primary entity;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- Original of duly signed and accomplished Financial Bid Form;
and
- Original of duly signed and accomplished Price Schedule(s).

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

- [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.



TERMS OF REFERENCE

GENERAL

This is a contract for services whereby the **AGENCY** shall provide the **DSWD-CAR** with a contractual manpower services.

SPECIFIC

SCOPE OF WORK

The **AGENCY** shall faithfully and efficiently perform all the duties relevant to the contract of services in accordance with the **housekeeping checklist listed below** which shall include supervising and monitoring the performance of its employees assigned to the **DSWD-CAR**, to wit:

A. DAILY ROUTINE OPERATION

1. Sweeping, mopping, scrubbing, waxing and polishing of floors, hallways, lobbies, stairways, surroundings, garage and other areas that require cleaning where there is a constant number of visitors shall be serviced continuously;
2. Cleaning and sanitizing of all toilets and bath with the use of disinfecting chemicals on the floor, lavatories, urinals and water closets;
3. Dusting, polishing, cleaning and/or damp wiping of glass tops, glass doors, glass partitions, glass walls, counters and furniture;
4. Dusting and cleaning of inside windows, window ledges, air vents, stair railing and other horizontal and vertical surfaces;
5. Sweeping of sidewalks, driveways, ramps, parking areas and surrounding areas;
6. Sweeping of cobwebs and removing of finger marks and stains on walls and ceilings when necessary;
7. Sweeping of lawn/surroundings within the perimeter of the property;
8. Maintenance/watering of plants, including removal of dried leaves and weeds;
9. Reporting of all damages, breakage, vandalism, electrical malfunctions and other necessary repair works which require attention of the **DSWD-CAR's** management;
10. Removing of spots and stains on floors, walls, cubicles, carpets and rugs;
11. Cleaning and dusting of tables, chairs, cabinets and other furniture and equipment;
12. Assists in transferring of tables, chairs, cabinets, counters, etc. upon instruction of the **DSWD-CAR's** management;
13. Collection of garbage and waste materials as often as necessary to be disposed of and segregated at designated disposal areas pursuant to RA 9003 entitled "Ecological Solid Waste Management Act of 2000";
14. Frequent spraying of air fresheners in work areas and other designated places;
15. Keeping all corridors, hallways, lobbies, entrances, stairways and air handling unit free of obstructions;
16. Other services within the building, which may be assigned by the **DSWD-CAR's** management from time to time within the scope of janitorial services.

B. WEEKLY ROUTINE OPERATION



1. Washing of inside windows, partitions and doors, frames and screens;
2. Cleaning and polishing of office furniture and fixtures and counter excluding items or equipment that requires specialized maintenance, furniture such as davenport and chairs showing signs of spill due to any cause shall be washed and cleaned.
3. Washing, scrubbing and polishing of all stairways;
4. Washing and sweeping of driveways and ramps;
5. Washing, scrubbing, waxing and polishing of all floors;
6. Application of special sanitizing and waxing solution to hallways, lobbies and offices;
7. General cleaning and sanitizing of all comfort rooms with the use of special disinfectant;
8. High dusting and removing of cobwebs in rooms, offices and hallways; and
9. Cultivating and watering of plants and trimming of plants.

C. MONTHLY ROUTINE OPERATION

1. Washing and cleaning of all windows and glasses either by hands or with the use of glass wiper;
2. Cleaning of all light diffusers, louvers, venetian blinds, roman shades and other fixtures which need cleaning;
3. High dusting and thorough general cleaning of all areas;
4. Thorough cleaning of comfort rooms with the use of special disinfectant;
5. Attend to scheduled monthly or quarterly meeting with GSS;

D. MISCELLANEOUS SERVICES

1. To provide extra manpower or extension of authorized tour of duty during special occasions or in case of emergencies or natural calamities necessitating relief operations, and to have a team of trained personnel within the authorized work force to undertake such job;
2. Frequent visit of operations officer to monitor performance of deployed personnel with complete uniform and other paraphernalia;
3. Assistance in outdoor and indoor beautification of the premises;
4. Quarterly meeting with the procuring entity;
5. Perform satisfactory performance throughout the term of contract;
6. DOLE Department Order 174, series of 2017 and DOLE 18-A shall be strictly observed and shall submit monthly mandatory contributions (SSS, PAG-IBIG and PHILHEALTH);
7. Other related and reasonable services that maybe assigned and requested by the **DSWD-CAR** from time to time. The services shall include rendition of overtime services

E. SERVICES OF SKILLED WORKER

1. Daily assessment, inspection and repairs for possible damages within the DSWD facilities which need immediate attention;
2. Preparation of request for repair of assessed facilities
3. To conduct minor repairs such as but not limited to plumbing, electrical damages and basic carpentry works specifically at the toilet and kitchen area
4. Assist on the daily, weekly and monthly routine operation of the utility workers

5. Other services within the building, which may be assigned by the DSWD-CAR's management from time to time within the scope of janitorial services.

F. SERVICES OF UTILITY SUPERVISOR

1. Daily supervision of all facility maintenance personnel assigned at the Field Office, Training Center and RSCC;
2. Preparation and submission of reports to supervisor, consolidation and submission of needed reports;
3. Assessment of submitted DTR of utility personnel before submission to DSWD.
4. Assist on the daily, weekly and monthly routine operation of the utility workers
5. Other services within the building, which may be assigned by the DSWD-CAR's management from time to time within the scope of janitorial services.

DURATION OF THE CONTRACT

The contract duration shall be from **April 1, 2022 to December 31, 2022.**

Failure of the AGENCY to perform the services as required herein, to the DSWD-CAR's satisfaction, or any violation of the terms and conditions of this Contract, shall entitle the DSWD-CAR the right to terminate this Contract and forfeit the performance bond in its favor. That the renewal of each contract is dependent on the performance evaluation of the AGENCY. If janitorial services are provided after the expiration of this contract, all provisions of this agreement will remain in effect. The contract may be extended until such time the contract is renewed or terminated.

ASSIGNMENT OF PERSONNEL

1. In the performance of the work mentioned, the **AGENCY** shall provide personnel and shall at all times, maintain the same number of personnel and shall assign them in accordance with the schedules in the **Deployment of Personnel Schedule** as shown in **Annex "A"**.
2. The **AGENCY** shall provide a "reliever" for those who may be absent. Provided, however, that the Deployment of Personnel Schedule maybe changed anytime upon oral or written request by the **DSWD-CAR**. Provided further, that the **AGENCY** obligates itself to increase or decrease the number of assigned personnel upon written request of the **DSWD-CAR**. Whenever the exigency of the services required, in which case, the necessary expenditures for employment of such additional personnel shall be paid by the **DSWD-CAR**;
3. The number of personnel provided should be fully utilized as stated in the in **Annex "A"**. If the **AGENCY** wishes to voluntarily provide additional manpower, it should not be charged to the **DSWD-CAR**;

4. The **AGENCY** shall assign qualified, well trained and experienced personnel to undertake the services as herein provided and the **AGENCY** shall be responsible for the selection of the employees to be assigned by them subject to concurrence or approval of the **DSWD-CAR**;

5. All the **AGENCY**'s personnel to be assigned to the **DSWD-CAR** must be physically and mentally fit, of good moral character, honest, reliable, courteous, professionally trained and has undergone recruitment process. The **DSWD-CAR** however, reserves the right to demand the immediate replacement of any personnel assigned by the **AGENCY** to the job. In cases of dismissal, transfer or suspension of any personnel, the **AGENCY** shall inform in writing the **DSWD-CAR**'s **Administrative Division**, and the reason for such disciplinary action prior to its implementation.

6. Should the **DSWD-CAR** find any of the **AGENCY**'s assigned personnel undesirable or with unsatisfactory performance, the **AGENCY** shall, upon written request, immediately replace the personnel concerned with one acceptable to the **DSWD-CAR**. Moreover, should any of said personnel perform any act which may be prejudicial to the interest of the **DSWD-CAR** or should any of the said employees be found to be incompetent or negligent in the performance of his/her functions, the **AGENCY** shall immediately replace him/her at its own instances or at the request of the **DSWD-CAR**;

The undue refusal of the **AGENCY** to discharge the employee/s concerned shall give the **DSWD-CAR** the right either to bar outright said employee from rendering further services or to terminate this Contract;

7. The **AGENCY** shall at all times enforce strict discipline and good order among its personnel under this Contract. The **AGENCY**'s personnel shall be allowed access to the premises of the **DSWD-CAR** only during their respective scheduled working hours as approved by the **DSWD-CAR** and shall be confined to their respective assigned areas of work. Whenever, it is deemed necessary, the **DSWD-CAR** duly authorized personnel may subject the **AGENCY**'s personnel to routinary search, even while the latter are on duty and/or before they leave the **DSWD-CAR**'s premises;

8. The **AGENCY** shall provide for its own account proper uniforms (scrub suit) to its personnel assigned in the **DSWD-CAR**, complete with identification cards which shall be worn during work hours and at all times that these personnel are within the **DSWD-CAR**'s premises. The **AGENCY**'s personnel shall at all times be in proper and clean uniform provided by the **AGENCY**;

9. The **AGENCY** and its personnel shall at all times comply with all the safety and security regulations of the **DSWD-CAR**.

SUPPLIES, MATERIALS, TOOLS AND EQUIPMENT REQUIRED

1. The provision of supplies/materials & equipment shall be delivered by the **AGENCY** to the **DSWD-CAR**;

2. The maintenance, repair and replacement of tools and equipment necessary and incidental to the performance of its obligations shall be for the account of the **AGENCY**.

3. Delivery of the required supplies and materials to be used for the succeeding month must be done not later than five (5) working days before the end of the current month for inspection by the **DSWD-CAR's General Services Section (GSS)**.

ADDITIONAL REQUIREMENT:

The bidder shall submit the following, within fifteen (15) calendar days upon issuance of the Notice to Proceed, valid upon submission:

1. Photo of janitorial uniform or workwear;
2. Janitorial personnel's resume;
3. Medical certificate / clearance, issued during the current year of contract
4. Drug test result, issued within 6 months prior to deployment
5. Police and NBI clearances, valid prior to deployment

CONSIDERATION

1. For and in consideration of the service/s rendered, the **DSWD-CAR** hereby agrees to pay the **AGENCY** the amount of ***Two million three hundred three thousand one hundred pesos only (Php 2,33,100.00) for the period April to December 2022*** for services rendered of 12 utility workers; 1 Supervisor and 1 Skilled Worker including supplies/materials. However, the rate is adjusted accordingly in case of future government mandated wage increase and other charges upon written request by the **AGENCY** and approval by the **DSWD-CAR**.

However, tardiness, under time, half-days and absences incurred by the employees assigned to the **DSWD-CAR** shall be deducted accordingly from the monthly billing of the **AGENCY**. **Janitorial supplies**, the breakdown of which is shown in **Annex "B"** hereof and forming part of the contract, shall also be deducted from the said billing if not delivered to the **DSWD-CAR**.

2. For services rendered over and above eight (8) hour regular working time, the **AGENCY** shall charge overtime, night differential and holiday pay as the case may be in accordance with existing labor rules and regulations of the Republic of the Philippines based on the billing rates. Provided that the services covered herein are duly approved by the General Services Section Head of the **DSWD-CAR**.

MANNER OF PAYMENT/BILLING

1. The **DSWD-CAR** shall pay the **AGENCY** the consideration equivalent to actual services rendered within fifteen (15) days from receipt of the bill/statement of account.

2. The **AGENCY** shall be solely responsible for the payment of the employees' monthly wages, which shall be paid every 15th and 30th day of the month.

3. In billing the **DSWD-CAR**, it is agreed that **AGENCY** shall submit to the **DSWD-CAR** together with each monthly invoice:
 - a. A sworn statement showing that the actual services have been rendered by its personnel for the period claimed, together with necessary time sheets of its personnel and other papers in support of the **AGENCY's** claim for payment of services rendered as may be required by accounting and auditing rules and regulations;
 - b. A sworn certification duly executed by its General Manager or authorized officers stating that wages, salaries and other remuneration due to all personnel assigned to the **DSWD-CAR** have already been paid. For this purpose, remuneration includes SSS, PAG-IBIG contributions and Philhealth State Insurance; and
 - c. A copy of Official Receipt representing payment for the month preceding the billing month for premium payments of SSS, PAG-IBIG and Philhealth.

TERMINATION OF CONTRACT

1. This contract may be terminated due to violation of either party of any of the foregoing terms and conditions. The party desiring termination of this Contract shall give at least fifteen (15) days prior written notice to the other party. Termination shall be effected immediately thereafter and after the parties shall have agreed on the settlement of any of its obligations. The termination is without prejudice to the liability of either party for damages under this contract. The failure on the part of either party to enforce any of the provisions of this Contract shall not be considered as a waiver of its rights.

2. The performance of the **AGENCY** shall be evaluated quarterly and if found to be unsatisfactory, this Contract shall be terminated by the **DSWD-CAR** after thirty (30) days written notice.

3. The **DSWD-CAR** shall have the right to unilaterally rescind this Contract for any violation of the terms and conditions thereof, false statement, misrepresentation on pre-qualification submission requirements after thirty (30) days written notice.

MISCELLANEOUS PROVISIONS

1. It is expressly understood and agreed that the employees assigned by the **AGENCY** to the **DSWD-CAR** are, for all legal intents and purposes, the employees of the **AGENCY** and not of the **DSWD-CAR**, hence the **DSWD-CAR** does not maintain any employer-employee relationship with said personnel of the **AGENCY**. However, **AGENCY** employees assigned to the **DSWD-CAR** shall be subjected to the latter's existing office rules, regulations and decorum.

Accordingly, the **AGENCY** binds itself to save and hold harmless the **DSWD-CAR** or any of its officials and employees and/or agents from any responsibility for any personal injury or damage, including death, sustained by the **AGENCY** personnel or caused by any of the personnel during the lawful performance of their duties or stay within the premises of the **DSWD-CAR**. The **AGENCY** shall at all times stand fully and solely liable for the enforcement of and/or decrees and those that may be enacted thereafter. The **AGENCY** shall comply with all the rules and regulations pertaining to SSS and PAG-IBIG (RA 7742) membership of their personnel assigned with the **DSWD-CAR** under this Contract.

2. The **AGENCY** shall be liable for all the loses and damages which may be caused through the fault or negligence of the personnel assigned to the **DSWD-CAR**, on the property and facilities of the **DSWD-CAR**, provided that the **DSWD-CAR** shall bring to the attention of the **AGENCY** such damages or losses within five (5) days from discovery by the **DSWD-CAR** of such losses or damages.

3. Any stoppage of work caused by the employees of the **AGENCY** for any reason whatsoever except due to fortuitous event or beyond human control shall be the responsibility of the **AGENCY** and it shall be liable for any damage that may be caused to the **DSWD-CAR** by such work stoppage.

4. The **DSWD-CAR** shall conduct a semester Performance-Base Evaluation to monitor the performance of the personnel deployed by the **AGENCY** within the premises of the **DSWD-CAR**'s building, staff houses and warehouses and decide not only on any and all questions which may arise as to the quality and acceptability of the services rendered, but also on the capability competence and readiness of the personnel to perform their duties. The **AGENCY** shall maintain a satisfactory level of performance throughout the terms of the contract based on the following criteria: 1] quality performance delivered; 2] time management; 3] management and suitability of personnel; 4] contract administration and management; and 5] provision of regular progress reports.

5. The **AGENCY** shall not assign or subcontract the services or any position thereof covered by the Contract without the written approval of the **DSWD-CAR**.

6. The **AGENCY** shall not, during the term of this Contract disclose to any third party any information to the state of affairs or business of the **DSWD-CAR** which has come to the knowledge of the **AGENCY** by reason of this Contract.

7. It is understood that failure/delay of the **DSWD-CAR** to demand strict to compliance with any and all of the terms of the Contract shall not be considered as waiver of the enforcement of its right in connection therewith.

8. The **AGENCY** agrees and obligates to finally and unconditionally abide by the decision of the **DSWD-CAR** on the interpretation or construction of any term, condition or stipulation contained in this contract, including its implementation.

9. The **AGENCY** warrants that it shall pay taxes in full and on time and that failure to do so will entitle the **DSWD-CAR** to suspend the payment for the services rendered. The **AGENCY** shall regularly

present, within the duration of the contract, a tax clearance from the Bureau of Internal Revenue as well as a copy of its Income and Business tax returns duly stamped and received by the Bureau of Internal Revenue and duly validated with the tax payments made thereon.

10. The **AGENCY** warrants that none of its official or representative has given or promised to give any money of gift to any official or employee of the **DSWD-CAR**, to influence the decision regarding the awarding of this Contract, nor did it exert or utilize and unlawful influence to solicit or to secure this Contract through an agreement to pay a commission brokerage or contingent fees from the contract price. Should the **AGENCY** and/or any of its authorized representatives, break this warranty, it shall be held civilly and/or criminally liable under the Anti-Graft Law or other applicable laws.

ANNEX "A"

DEPLOYMENT AND AREA OF ASSIGNMENT OF PERSONNEL

| AREAS TO BE CLEANED * | NO. OF PERSONNEL |
|--|-----------------------------|
| Field Office – New Building & Old Building (Whole Area) | 7 Utility Workers |
| Regional Haven for Girls and Women | 1 Utility Worker |
| RSCC, WANGAL, LA TRINIDAD BENGUET and Temporary Residence (Whole area) | 2 Utility Workers |
| SECRETARY'S COTTAGE, Training Center and Project Luke | 2 Utility Workers |
| Field Office/RSCC/Secretary's Cottage/Haven/Project Luke and Training Center (Whole area) | 1 Utility Supervisor |
| | 1 Skilled Worker |

ANNEX "B"
JANITORIAL SUPPLIES & EQUIPMENT
A. SUPPLIES

To be delivered every 5th day of the month and will be subjected to inspection by the General Services Section, Administrative Division and Property and Supply Section for inventory recording.

| ITEM | QUANTITY | UNIT |
|--|----------|----------|
| Toilet Bowl and urinal cleaner, 750ml | 10 | Liter |
| Bleaching solution, 1000ml | 12 | Liter |
| Liquid Hand Soap, 750ml | 12 | Liter |
| Powdered Soap, 1kg | 12 | Kilogram |
| Fabric Conditioner, 750ml | 6 | Liter |
| Dishwashing Liquid (450ml) | 6 | Liter |
| Air Freshener (320ml) | 12 | Can |
| Furniture Polisher (330ML) | 6 | Can |
| Foot Rug, cotton | 6 | Piece |
| Dusting/waste rug, cotton (10pcs/bundle) | 7 | Bundle |
| Scouring pad | 12 | Piece |
| Dishwashing scrubbing pad, 75mmx75mmx30mm | 10 | Piece |
| Hand gloves, rubberized | 14 | Pairs |
| Garbage bag, black, XL (10pcs/pack) | 20 | Packs |
| Toilet bowl brush | 10 | Piece |
| Mop head | 13 | piece |

B. TOOLS AND EQUIPMENT

To be delivered within ten (10) calendar days upon deployment of janitorial personnel to DSWD-CAR and must be replaced when not functional

| ITEM | QUANTITY | UNIT |
|-------------------------------|----------|-------|
| Mop squeezer with bucket, HD | 2 | Set |
| Ceiling Broom | 12 | Piece |
| Vacuum cleaner, HD | 1 | Unit |
| Spray gun, plastic | 14 | Piece |
| Spinner, 10kg | 1 | unit |
| Dust pan, plastic | 12 | piece |
| Pail, at least 4gal. capacity | 12 | piece |
| Dipper, plastic | 12 | piece |
| Mop handle | 13 | piece |
| Soft broom | 13 | piece |
| Stick broom | 13 | piece |

****** *Equipment and other supplies to be used by the janitors will be provided by the agency free of charge (Equipment will still be the property of the agency after the contract).*

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Price Schedule for Goods Offered from Within the Philippines

Name of Bidder : _____
 Project ITB Bid No. ITB 2022-DSWD-CAR-07

Page ___ of ___

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|-------------|---|-------------------|------------|-------------------------|---|--|--|-------------------------------------|---|
| Item Number | Description | Country of origin | Quantity | Unit price EXW per item | Transportation and Insurance 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) |
| | Oursourcing of CY2022 Janitorial Services for DSWD-CAR | | | | | | | | |
| | Utility Worker x 12 personnel | | 9 month | | - | - | - | - | - |
| | Utility Worker (Skilled Worker) x 1 personnel | | 9 month | | - | - | - | - | - |
| | Utility Supervisor x 1 personnel | | 9 month | | - | - | - | - | - |
| | Supplies, Materials and Equipment | | 1 lot | | - | - | - | - | - |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | Grand Total | | | | | | | | - |

- NOTES:**
- In case a column is not applicable for an offered item, just indicate "-" or "0".
 - Leaving columns 6,7,8, as blank or indicating other symbol/s such as "Not Applicable", "NA", etc. shall be automatically deemed as not responsive.

Name: _____
 Legal Capacity: _____
 Signature: _____
 Duly authorized to sign the Bid for and behalf of: _____

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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 *[supply/deliver/perform]* *[description of the Goods]* 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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

| Name and address of agent | Amount | Purpose of Commission or gratuity |
|---------------------------|--------|-----------------------------------|
|---------------------------|--------|-----------------------------------|

| | | |
|-------|--|--|
| _____ | | |
| _____ | | |
| _____ | | |

(if none, state "None")]

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

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

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: _____

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the income tax return and audited financial statement for FY2020 or FY2021, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent.

| | | Year 20__ |
|----|---------------------------|-----------|
| 1. | Total Assets | |
| 2. | Current Assets | |
| 3. | Total Liabilities | |
| 4. | Current Liabilities | |
| 5. | Net Worth (1-3) | |
| 6. | Net Working Capital (2-4) | |

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the 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 = P _____

or

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

Name of Bank: _____ Amount: _____

I hereby certify that the computation of the above is based on the income tax return and audited financial statement for FY2020 or FY2021 stamped "RECEIVED" by the BIR or BIR authorized collecting agent.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative
Date : _____

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

Statement of Single Largest Similar Completed Contract

Business Name: _____
Business Address : _____

| Name of Contract/ Title of the Project | a. Owner's Name b. Address c. Telephone Nos. | Date of the Contract | Contract Duration | Kinds/Nature of Goods or Services | Amount of Completed Contract | Date of Completion/ Delivery |
|---|--|----------------------|-------------------|-----------------------------------|------------------------------|---------------------------------|
| <u>Government Contracts</u> | | | | | | |
| | | | | | | |
| | | | | | | |
| <u>Private Contracts</u> | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Cost | | | | | | |

Note: This statement shall be supported with End-user's Acceptance or Official Receipts¹ or Sales Invoice

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

¹ Official Receipt or its equivalent document for payment of goods and services **per BIR Revenue Regulations No. 18-2012 "Regulations in the Processing Authority to Print (ATP) Official Receipts, Sales Invoice, and other Commercial Invoices using the On-line ATP System and Providing for the Additional Requirements in the Printing Thereof"**.

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, WHETHER SIMILAR OR NOT SIMILAR IN NATURE

| Name of Contract/ Title of the Project | a. Owner's Name b. Address c. Telephone Nos. | Date of the Contract | Contract Duration | Kinds/Nature of Goods or Services | Amount of Contract | Value of Outstanding Contracts/ Undelivered Portion | Date of Completion/ Delivery |
|---|--|----------------------|-------------------|-----------------------------------|--------------------|---|------------------------------|
| <u>Government Contracts</u> | | | | | | | |
| i. On-going | | | | | | | |
| | | | | | | | |
| ii. Awarded but not yet started | | | | | | | |
| <u>Private Contracts</u> | | | | | | | |
| i. On-going | | | | | | | |
| | | | | | | | |
| ii. Awarded but not yet started | | | | | | | |
| Total Cost | | | | | | | |

Note: This statement shall be supported with the following:

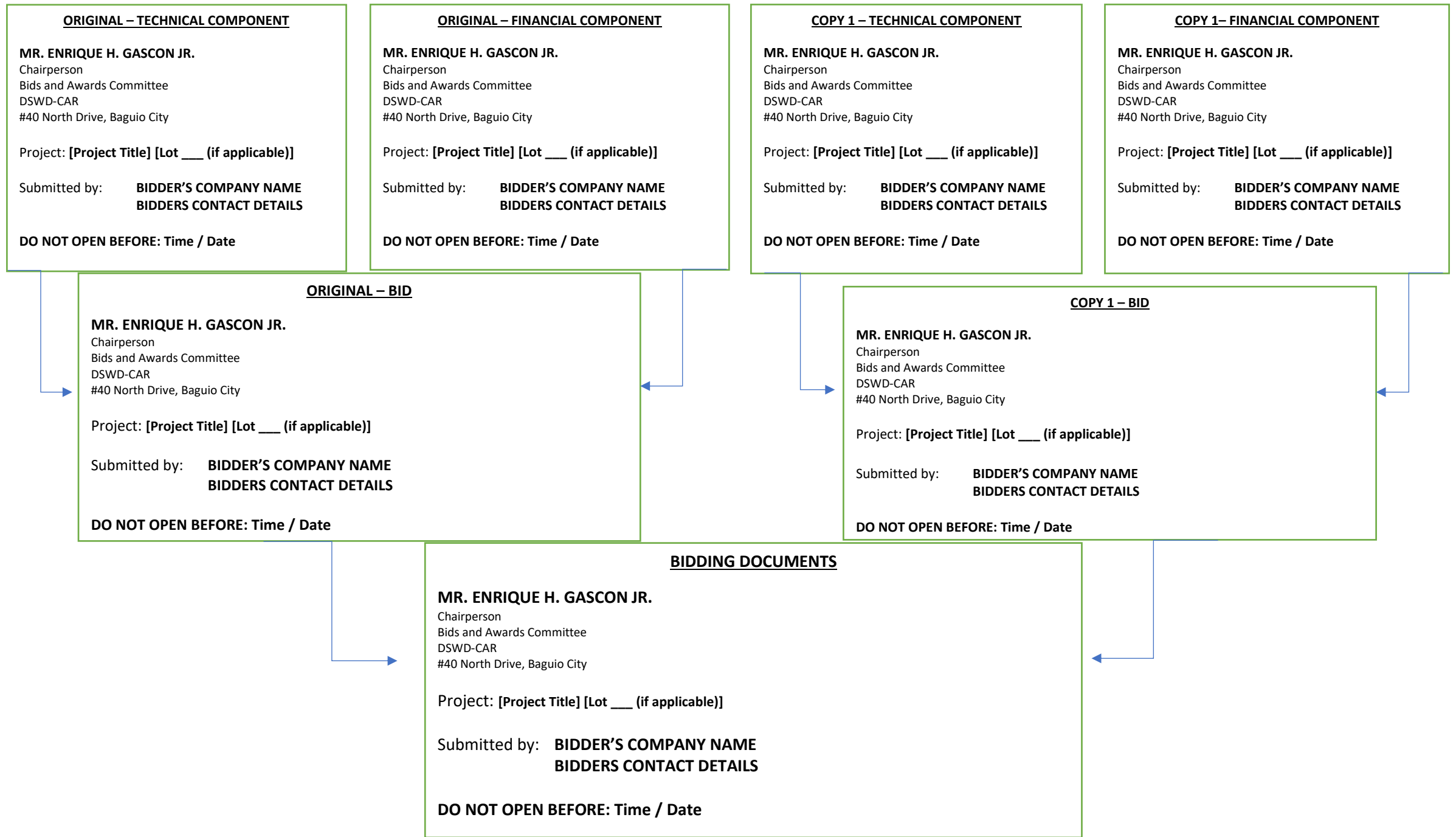
- 1. Notice of Award and/or Contract/Purchase Order*
- 2. Notice to Proceed (for government transactions only under Public Bidding)*

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

MARKING AND SEALING OF ENVELOPE:



Checklist of Technical and Financial Documents

| | | Name of Bidder/s | | |
|---|--|------------------|--|--|
| ABC | | | | |
| I. TECHNICAL COMPONENT ENVELOPE (First Envelope) | | | | |
| <u>Legal Documents</u> | | | | |
| (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; | | | | |
| <u>Technical Documents</u> | | | | |
| (b) 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; | | | | |
| (c) 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; | | | | |
| (d) 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; | | | | |
| (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; | | | | |
| (f) Original duly signed Omnibus Sworn Statement (OSS); | | | | |
| and if applicable, Original Notarized Secretary's Certificate/ Board Resolution 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. | | | | |
| (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) | | | | |
| or | | | | |
| A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. | | | | |
| Class "B" Documents | | | | |
| (h) 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. | | | | |

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| I. FINANCIAL COMPONENT ENVELOPE (Second Envelope) | | | | |
| <input type="checkbox"/> | (i) Original of duly signed and accomplished Financial Bid Form; | | | |
| | Bid Amount: | | | |
| <input type="checkbox"/> | (j) Original of duly signed and accomplished Price Schedule(s). | | | |
| <u>Other documentary requirements under RA No. 9184 (as applicable)</u> | | | | |
| (k) [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. | | | | |
| (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity. | | | | |

Name and Signature