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BIDDING DOCUMENTS

PROCUREMENT OF JANITORIAL SERVICES FOR THE DSWD FIELD OFFICE III – EARLY PROCUREMENT ACTIVITY (EPA)

ITB No. GOP/DSWD3-2021-11-002
(PR No. 2021-11-679)

Sixth Edition
July 2020

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of SERVICES – JANITORIAL

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

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 Assisted Projects, these will be covered by a separate issuance of the Government Procurement and Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's

Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Republic of the Philippines
Department of Social Welfare and Development

DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis,
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Tel: (045) 861 – 2413 ; Telefax: (045) 961 – 2413
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INVITATION TO BID FOR

**PROCUREMENT OF JANITORIAL SERVICES FOR THE
DSWD FIELD OFFICE III – EARLY PROCUREMENT
ACTIVITY (EPA)**

ITB No. GOP/DSWD3-2021-11-002
(PR No. 2021-11-679)

1. The **Department of Social Welfare and Development (DSWD) - Field Office III**, through the TARA, GASS, SOCPEN, CENTERS, SFP, PANTAWID. DRRP – DR, DRRP – CF, SLP and AICS Funds (DR) intends to apply the sum of **FIVE MILLION ONE HUNDRED FOUR THOUSAND TWO HUNDRED EIGHTY TWO PESOS AND 85/100 (PhP5,104,282.85)**, being the Approved Budget for the Contract (ABC), to payments under the contract for the **PROCUREMENT OF JANITORIAL SERVICES FOR THE DSWD FIELD OFFICE III – EARLY PROCUREMENT ACTIVITY (EPA)**.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The DSWD - Field Office III now invites bids for the above Procurement. The delivery of Service is required in accordance with **Section VI – Schedule of Requirements**.

Bidders should have completed a contract similar to the Project **within the last three (3) 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, 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 5183.

4. Interested bidders may obtain further information from **DSWD – Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below from **Monday to Friday at 8:00 a.m. to 5:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested bidders on **29 November 2021 to 13 December 2021** from given address and website/s below in the amount of **Ten Thousand Pesos (PhP10,000.00)**. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
6. The DSWD Field Office III will hold a Pre-Bid Conference on **29 November 2021 (Monday), 9:30 a.m.**, through videoconferencing/webcasting *via google meet*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **13 December 2021 (Monday), 8:00 a.m.** Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **13 December 2021 (Monday), 9:00 a.m.**, at the **DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga, Philippines**, and/or through video conferencing or webcasting via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The DSWD 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 Implementing Rules and Regulations (IRR) of RA No.9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

THE CHAIRPERSON

Bids and Awards Committee
c/o BAC Secretariat
DSWD Field Office III, Diosdado
Macapagal Government Center, Maimpis,
City of San Fernando, Pampanga,
Philippines
Tel: (045) 861 – 2413
Telefax: (045) 961 – 2413

12. You may visit the following websites:

For downloading of Bidding Documents:

ps-philgeps.gov.ph - Website of the Philippine Government Electronic Procurement System (PhilGEPS)

www.fo3.dswd.gov.ph – Website of the DSWD Field Office III



VENUS F. REBULDELA

Bids and Awards Committee Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development (DSWD) – FIELD OFFICE III** invites Bids for the **Procurement of Janitorial Services for the DSWD Field Office III – Early Procurement Activity (EPA)** with **ITB No. GOP/DSWD3-2021-11-002**.

The Procurement Project (referred to herein as “Project”) is for the purchase of Food and Non-Food as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for TARA, GASS, SOCPEN, CENTERS, SFP, PANTAWID, DRRP – DR, DRRP – CF, SLP and AICS Funds (DR), in the amount of **FIVE MILLION ONE HUNDRED FOUR THOUSAND TWO HUNDRED EIGHTY TWO PESOS AND 85/100 (PhP5,104,282.85)**

2.2. The source of funding is:

NGA, the General Appropriations Act of Special Appropriations

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 Manual 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 invitation to bid 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.

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

The Procuring Entity, as well as the Bidders and Contractors, 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. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project within **the last three (3) years** prior to the deadline for the submission and receipt of bids, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated 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.

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 fifty percent (50%) of the Project.
 - a. The Procuring Entity has prescribed that subcontracting is **not** allowed.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 Revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4 Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either through videoconferencing/webcasting *via 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. The BAC Secretariat shall not entertain any follow-up questions or clarifications after the set date.

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 IX. Checklist of Technical and Financial Documents**.
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within the last three 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. 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 IX. 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:
- The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - The cost of all customs duties and sales and other taxes already paid or payable;
 - The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- 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.
 - The price of other (incidental) services, if any, as listed in
Section VII (Technical Specifications).

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 ***One Hundred Twenty (120) calendar days from the date of Opening of Bids***. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit the following in one (1) “mother/main” envelope duly sealed and labeled, containing two (2) sets of envelopes:

1. First envelope containing two (2) sets of Eligibility and Technical documents duly sealed and marked as Copy One and Copy Two.
2. Second envelope containing two (2) sets of Financial Bid documents duly sealed and marked as Copy One and Copy Two.

Copy 1 and Copy 2 of both Eligibility and Technical Documents, and Financial Bid documents shall be marked certified true copies.

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 to the given website 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

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 8 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 Entity's 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 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 Project shall be awarded as:

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

- 1.1. In all cases, 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 participated in by the prospective Bidder.
- 1.2. 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

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 and/or present 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

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Contract for Janitorial Services. b. completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP and VAT inclusive.
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> <ol style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.
19.3	The total ABC is Five Million One Hundred Four Thousand Two Hundred Eighty Two Pesos and 85/100 (PhP5,104,282.85)
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice of Post Qualification from the BAC that the supplier has the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB), the Supplier shall submit and/or present the following requirements for Post Qualification in accordance to Section 34 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA9184:</p> <p>1. Present original copy and submit a certified true copy of the following:</p> <ol style="list-style-type: none"> a. Latest Income Tax Return and Business Tax Return b. Latest Value Added Tax (VAT) Return <p><i>Only tax returns filed and taxes paid through the BIR Electronic Filing & Payment System (EFPS) shall be accepted.</i></p> <ol style="list-style-type: none"> c. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) d. Valid Registration Certificate from Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;

20.2	<ul style="list-style-type: none"> e. Valid Business/Mayor's permit issued by the city or municipality where the principal place of business of the bidder is located; f. Valid Tax Clearance per EO 398, Series of 2005, as finally reviewed and approved by the BIR; g. Bureau of Internal Revenue (BIR) Registration Certificate. h. Copy of Contracts or PO's, Notice of Award (NOA) and Notice to Proceed (NTP) for all On-going and completed contracts per submitted Annex II i. End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt/s (duplicate or triplicate copy) relative to Single Largest Completed Contract per submitted Annex I. j. Company profile and Organizational Chart. Company printed brochure may be included. k. Vicinity Map/Location of the business. l. Other appropriate licenses and permits required by law and stated in the Bidding Documents. <p><u>For joint venture:</u></p> <ul style="list-style-type: none"> a. All Class A Documents (Legal Documents) of the Joint Venture Partner shall remain as post qualification requirements to be submitted in accordance with Section 34 of the 2016 Revised IRR of RA 9184 and ITB Clause 20.2 (a) of Bid Data Sheet of the Bidding Documents. <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</p>
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	<p>The following are the requirements in order to determine whether the LCB is able to acquire the product from the manufacturer or trader without prejudice to the customized packing and labeling requirements of the Procuring Entity within its volume of order, to wit:</p> <p><i>NOTE: FOR POST QUALIFICATION PURPOSES ONLY</i></p>
20.3	<p>Each Bidder shall submit the following in one (1) “mother/main” envelope duly sealed and labeled, containing two (2) sets of envelopes:</p> <p>1. First envelope containing two (2) sets of Eligibility and Technical documents duly sealed and marked as Copy One and Copy Two.</p> <p>2. Second envelope containing two (2) sets of Financial Bid documents duly sealed and marked as Copy One and Copy Two.</p> <p>Copy 1 and Copy 2 of both Eligibility and Technical Documents, and Financial Bid documents shall be marked certified true copies.</p>
20.4	<p>All envelopes shall be labeled/marked as follows:</p> <p>TO : MS. VENUS F. REBULDELA CHAIRPERSON BIDS AND AWARDS COMMITTEE DSWD-FO III</p> <p>FROM : _____ (Name of Bidder in Capital Letters)</p> <p>ADDRESS: _____ (Address of Bidder in Capital Letters)</p> <p>PROJECT: PROCUREMENT OF JANITORIAL SERVICES FOR THE DSWD FIELD OFFICE III – EARLY PROCUREMENT ACTIVITY (EPA)</p>
	<p>BID REF NO.: ITB NO. GOP/DSWD3-2021-11-002</p> <p>ABC : Php5,104,282.85</p> <p>DO NOT OPEN BEFORE: 13 December 2021 (Monday), 9:00 a.m.</p>
21.2	<p>The Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB), as the case may be, will be required by the TWG to submit/present additional/original documents during the Post-Qualification Stage for verification purposes.</p>

Section IV. General 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 VII (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

Special Conditions of Contract

GCC Clause	
	<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>The delivery terms applicable to this Contract are delivered at DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga subject to further notice by the end user. 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 End User, DRMD FO III.</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:</p> <ol style="list-style-type: none"> performance or supervision of on-site assembly and/or start-up of the supplied Goods; furnishing of tools required for assembly and/or maintenance of the supplied Goods; 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 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.

	<p>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.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> 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 <p>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.</p> <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> <ul style="list-style-type: none"> 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
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	<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,</p> <p>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>
4	<p>The inspections and tests that will be conducted are: actual sampling tests; taste test if need be; and such other applicable tests in accord with the relevant provisions of 2016 IRR of RA 9184.</p>

Section VI. Schedule of Requirements

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.	Unit	Quantity	Particulars	Date of Effectivity
1	LOT	As specified and described in Section VII. Technical Specifications	Procurement of Janitorial Services for the DSWD Field Office III – Early Procurement Activity (EPA)	Contract Period: February 1, 2022 until December 31, 2022

NOTE: The items must be delivered in standard packing or as prescribed by the specifications.

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

*** This document must be attached to the Technical Component Envelope ***

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

Section VII. Technical Specifications

Technical Specifications

TO THE BIDDER: Indicate **“COMPLY”** If Bidder’s Statement of Compliance meets the technical specifications and project requirement.

IMPORTANT NOTE: Do not leave any blank. A **“YES or NO”** entry will not be accepted. Failure to conform will result in a rating of **“FAILED”**.

Item No.	Particulars						Bidder’s Specifications Statement of Compliance (Including detailed/ actual specifications of the product being offered)
	For the Procurement of Janitorial Services for the DSWD Field Office III – Early Procurement Activity (EPA)						Statement of Compliance: Brand Offered Detailed Specifications:
	Area of Assignment	Supervisor	Janitors	Janitress	Total No. of Janitors/Janitress	Schedule of Duty	
	Field Office III	1	3	2	13	8:00am to 5:00pm	Monday to Saturday
			5	2		7:00am to 4:00pm	Monday to Saturday
	DPEO - Aurora		1		1	8:00am to 5:00pm	Monday to Friday
	DPEO - Bataan		1		1	8:00am to 5:00pm	Monday to Friday
	DPEO - Bulacan		1	1	2	8:00am to 5:00pm	Monday to Friday
	DPEO – Nueva Ecija		1	1	2	8:00am to 5:00pm	Monday to Friday
	DPEO - Pampanga		1	1	2	8:00am to 5:00pm	Monday to Friday
	DPEO - Tarlac		1		1	8:00am to 5:00pm	Monday to Friday
	DPEO - Zambales		1		1	8:00am to 5:00pm	Monday to Friday
	TOTAL	1	15	7	23	8:00am to 5:00pm	Monday to Saturday
	Inspector	1	3	2	13		

[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*

	Eligibility under the Terms of Reference	<i>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>The Service Provider must have at least three (3) continuous year of experience in janitorial services and submit DOLE Registration and Certificate of No Pending Case, DOLE Clearances, DOLE Notice of Inspection Results and the additional technical parameters required as per Appendix 23 of RA 9184 Guidelines on Procurement of Security and Janitorial Services;</p> <p>1. Stability</p> <p>(a) Years of Experience (b) Liquidity of the Contractor (c) Organizational set-up</p> <p>2. Resources</p> <p>(a) No. and Kind of Equipment and Supplies (b) No. of Janitors and Supervisors</p> <p>3. Housekeeping Plan</p> <p>4. Other Factors</p> <p>(a) Recruitment and Selection Criteria (b)Completeness of Uniforms and Other Paraphernalia</p>																																								
	Proof of Payment and Undertaking of the Benefits Paid																																								
	PHILHEALTH Certification or Clearance – Membership and paid remittances of all existing personnel of CY 2021 including the alpha list. Certification or Clearance must be issued on the current year																																								
	PAGIBIG Certification of Clearance – Membership and paid remittances of all existing personnel for CY 2021 including the alpha list. Certification or Clearance must be issued on the current year																																								
	SSS Certification or Clearance – Membership and paid remittances of all existing personnel for CY 2021 including the alpha list. Certification or Clearance must be issued on the current year																																								
	<p>The Service Provider, on its own account shall provide the required equipment, tools, supplies and materials to be used performing the services aforementioned.</p> <p style="text-align: center;">SUPPLIES AND MATERIALS FOR JANITORIAL</p> <p style="text-align: center;">A. MONTHLY</p> <table><tr><th>No.</th><th>Item Description</th><th>Unit</th><th>Quantity</th></tr><tr><td>1</td><td>Garbage bags Large (100pcs)</td><td>Pack</td><td>10</td></tr><tr><td>2</td><td>Trash bags (100 pcs)</td><td>Pack</td><td>10</td></tr><tr><td>3</td><td>Toilet Cleaner 500ml</td><td>Bottle</td><td>15</td></tr><tr><td>4</td><td>Air Freshener 320ml</td><td>Bottle</td><td>20</td></tr><tr><td>5</td><td>Mop Head</td><td>Pieces</td><td>15</td></tr><tr><td>6</td><td>Multi Insect Killer Odorless 600ml</td><td>Pieces</td><td>15</td></tr><tr><td>7</td><td>Laundry powder soap (pack by 12)</td><td>Pack</td><td>42</td></tr><tr><td>8</td><td>Liquid Antibacterial Handsoap</td><td>Gallons</td><td>20</td></tr><tr><td>9</td><td>Toilet Deodorizer</td><td>Box</td><td>40</td></tr></table>		No.	Item Description	Unit	Quantity	1	Garbage bags Large (100pcs)	Pack	10	2	Trash bags (100 pcs)	Pack	10	3	Toilet Cleaner 500ml	Bottle	15	4	Air Freshener 320ml	Bottle	20	5	Mop Head	Pieces	15	6	Multi Insect Killer Odorless 600ml	Pieces	15	7	Laundry powder soap (pack by 12)	Pack	42	8	Liquid Antibacterial Handsoap	Gallons	20	9	Toilet Deodorizer	Box
No.	Item Description	Unit	Quantity																																						
1	Garbage bags Large (100pcs)	Pack	10																																						
2	Trash bags (100 pcs)	Pack	10																																						
3	Toilet Cleaner 500ml	Bottle	15																																						
4	Air Freshener 320ml	Bottle	20																																						
5	Mop Head	Pieces	15																																						
6	Multi Insect Killer Odorless 600ml	Pieces	15																																						
7	Laundry powder soap (pack by 12)	Pack	42																																						
8	Liquid Antibacterial Handsoap	Gallons	20																																						
9	Toilet Deodorizer	Box	40																																						

	10	Tambo Broom	Pieces 12
	11	Franela	Pieces 20
	12	Round Rugs	Pieces 20
B. QUARTERLY			
	NO.	ITEM DESCRIPTION	UNIT QUANTITY
	1	Doormat	Pieces 22
	2	Stick Broom	Pieces 15
	3	Dust Pan	Pieces 22
	4	Toilet Pump	Pieces 22
	5	Toilet Brush	Pieces 22
	6	Furniture Polish 330ml	Cans 10
	7	Glass Cleaner with spray 500ml	Bottle 10
C. MONTHLY DISINFECTANT MATERIALS			
	NO.	ITEM DESCRIPTION	UNIT QUANTITY
	1	(Disinfection Spray) 510g	Bottle 22
	2	Surgical Face Mask 50pcs	Box 10
	3	Surgical Gloves 100pcs	Box 10
	4	Alcohol, Ethyl, Scented, 70% solution, 500ml	Bottle 23
	5	Bleach Unscented	Gallon 22
	6	Disinfectant Multi-Action Cleaner 900ml	Piece 22
	7	Bar Soap 85g	Piece 23
	8	Roll Tissue 2ply by 48pcs	Bundle 10
ONE TIME DELIVERY 1ST MONTH OF THE YEAR			
	NO.	ITEM DESCRIPTION	UNIT QUANTITY
	1	Handsoap Dispenser (wall mounted or stand)	Piece 20
	2	PPE Suit Washable	Set 23
	2	Adjustable Ladder	Piece 2
	3	Long Sweeper for spider Web (Pang-agiw)	Piece 20
	4	Safety Harness	Piece 2
	5	Grass Cutter Heavy Duty	Set 1
	6	Trashbin Big Stainless	Piece 15
	7	Vacuum Cleaner	Piece 2
	8	Mop Squeezer Heavy Duty	Piece 15
NOTE: Supplies and cleaning materials must pass the DTI Products Standard and to the extent possible, must be non-toxic, Eco Friendly and and preferably, Philippine made supplies and materials.			

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

*** This document must be attached to the Technical Component Envelope***

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
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TERMS OF REFERENCE

I.PROJECT/ACTIVITY INFORMATION

- a. **Title:** Procurement of Janitorial Services for the DSWD Field Office III - Early Procurement Activity (EPA)
- b. **Duration:** February 1, 2022 – December 31, 2022
- c. **Venue:** DSWD – Field Office III Main and Extension Building (including Warehouse), DMGC Maimpis, City of San Fernando (P);
 - (1) DPEO Aurora;
 - (2) DPEO Bataan;
 - (3) DPEO Bulacan;
 - (4) DPEO Nueva Ecija;
 - (5) DPEO Pampanga;
 - (6) DPEO Tarlac;
 - (7) DPEO Zambales;
- d. **Participants:** All DSWD Field Office III, and DPEOs' Officials, Employees and Clients.
- e. **Budgetary Requirement:** Five Million One Hundred Four Thousand Two Hundred Eight Two and Eighty-Five Centavos (Php5,104,282.85)
- f. **Source of Fund:** Fund Source: Direct Release (Php5,104,282.85)

II. QUALIFICATIONS

A. Qualification of the Service Provider

1. The Service Provider must have at least three (3) continuous year of experience in janitorial services and submit DOLE Registration and Certificate of No Pending Case, DOLE Clearances, DOLE Notice of Inspection Results and the additional technical parameters required as per Appendix 23 of RA 9184 Guidelines on Procurement of Security and Janitorial Services;

1. Stability

- (a) Years of Experience
- (b) Liquidity of the Contractor
- (c) Organizational set-up

2. Resources

- (a) No. and Kind of Equipment and Supplies
- (b) No. of Janitors and Supervisors

3. Housekeeping Plan

4. Other Factors

(a) Recruitment and Selection Criteria

(b) Completeness of Uniforms and Other Paraphernalia

2. The Technical Working Group (TWG) shall be require the certified true copy of the following clearances or certification for further evaluation and to ensure its compliance with existing labor laws and standard.

a. Proof of Payment and Undertaking of the Benefits Paid.

b. PHILHEALTH Certification or Clearance – Membership and paid remittances of all existing personnel of CY 2021 including the alpha list. Certification or Clearance must be issued on the current year;

c. PAGIBIG Certification of Clearance – Membership and paid remittances of all existing personnel for CY 2021 including the alpha list. Certification or Clearance must be issued on the current year;

d. SSS Certification or Clearance – Membership and paid remittances of all existing personnel for CY 2021 including the alpha list. Certification or Clearance must be issued on the current year.

3. The Service Provider shall on its own exclusive account, employ and detail at the premise twenty-three (23) janitorial personnel including one (1) working supervisor, please see attached “Annex C” for qualification and standard of working supervisor;

4. The Service Provider shall provide qualified and competent manpower and labor in this manner:

Area of Assignment	Supervisor	Janitors	Janitress	Total No. of Janitors/Janitress	Schedule of Duty	
Field Office III	1	3	2	13	8:00am to 5:00pm	Monday to Saturday
		5	2		7:00am to 4:00pm	Monday to Saturday
DPEO -Aurora		1		1	8:00am to 5:00pm	Monday to Friday
DPEO -Bataan		1		1	8:00am to 5:00pm	Monday to Friday
DPEO - Bulacan		1	1	2	8:00am to 5:00pm	Monday to Friday
DPEO –Nueva Ecija		1	1	2	8:00am to 5:00pm	Monday to Friday
DPEO - Pampanga		1	1	2	8:00am to 5:00pm	Monday to Friday
DPEO -Tarlac		1		1	8:00am to 5:00pm	Monday to Friday

DPEO - Zambales		1		1	8:00am to 5:00pm	Monday to Friday
TOTAL	1	15	7	23		
Inspector						Weekly

III. ALTERATIONS - The Service Provider shall be responsible to the Administrative Service Division Chief. All reports shall be submitted monthly to the Administrative Division thru the General Services Section who shall supervise and monitor the implementation of janitorial services of the Service Provider.

IV. DURATION OF THE CONTRACT - The Contract Term shall be for a period of Eleven (11) months on February 1, 2022 until December 31, 2022. For the provision on contract extension, refer to **Appendix 24 – Revised Guidelines on the Extension of Contracts for General Support Services** of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

V. CRITERIA FOR EVALUATION

A. 1. Service Areas and Facilities

The following areas shall be covered by the Janitorial Services, comprising of office spaces, conference rooms, pantries, stock rooms, comfort rooms, hallways, common areas, building element surfaces including furniture, equipment and other facilities, to wit:

1. DSWD Field Office III Building (2-storey);
2. DSWD Field Office III Building II (3-storey with roof deck);
3. DSWD Field Office III Rear Offices Building (2-storey);
4. DSWD Field Office III Administrative Building (2-storey), Covered Court and Regional Warehouse;
5. DSWD Field Office III Aoshi Building;
6. DSWD Provincial Extension Offices for the Provinces of Aurora, Bataan, Bulacan, Nueva Ecija, Pampanga, Tarlac and Zambales

B. Cleaning and Janitorial Services

The services of the Service Provider shall include, but not limited to the following:

1. Tender of task schedules and maintenance plan/ work program in conformity with the required services;
2. Maintain daily logs, checklist and such pertinent reports on the conduct of the services and shall make these available anytime to DSWD Field Office III and DPEOs;
3. Submit report of any defects in their areas of responsibility within the day of inspection;
4. Conduct its cleaning and janitorial services in this fashion, to wit:

NATURE OF SERVICE	STANDARD PROCEDURE	FREQUENCY
4.1 Basic Services	<p>4.1.a Sweeping, spot scrubbing, wet mopping and polishing of all floor premises, including staircases and railings and wiping of all glass doors, windows and walls;</p> <p>4.1.b Maintaining of cleanliness of public handwashing area;</p> <p>4.1.c Cleaning, dusting and polishing of all office furniture and fixtures, equipment including: collection of trash from all offices; disposal of garbage through segregation, diggings/provision of compost pits and assist in hauling to garbage truck;</p> <p>4.1.d Maintaining of cleanliness of corridors, sidewalks, yards, parking spaces and areas surrounding the building;</p> <p>4.1.e Up keeping of toilets and comfort room in suitable condition with consumable supplies;</p>	<p>DAILY</p> <p>(Monday to Friday, during and after office hours)</p>
4.2 Sanitation and Disinfection	<p>4.2.a Regular conduct of sanitation and disinfection of:</p> <ul style="list-style-type: none"> • facilities, offices, workstations and frequently touched objects and surfaces of the office premises especially door knobs' public seats/chairs/coaches' biometric fingerprint machine; • kitchen sinks and countertops, wash rooms and bathrooms including its lavatories, urinals, toilet bowls and other fixtures using a special and high-quality disinfecting agent. 	<p>DAILY</p> <p>(Monday to Friday, during and after office hours)</p>
	<p>4.2.b Conduct of intensive sanitation and heavy disinfection of all facilities; frequently touched objects and surfaces of the office premises;</p> <p>4.2.b General cleaning of all sets of furniture and fixtures, office equipment which includes dusting, wiping spot scrubbing, application of high grade solution and polishing the same;</p> <p>4.2.d Spraying of insecticide using high quality and environment-friendly products.</p>	<p>Weekly (Every Saturday)</p>

4.3 Replenishment of Supplies	4.3.a Ensuring the availability of hand soap, tissue and water in handwashing area.	DAILY (Monday to Friday, during and after office hours)
	4.3.b Replenishing of supplies such as provision of restroom of officers of DSWD with bath soap (regular size), bathroom tissue and deodorant cake. While all the common restrooms in each floor of the Office buildings, annex buildings and others areas covered by the Contract shall be provided with liquid soap and deodorant cake; and	Bi-Monthly (1 st and 3 rd week)

NATURE OF SERVICE	STANDARD PROCEDURE	FREQUENCY
4.4. Ground Upkeep and Tending of Plants	4.4.a Regular cleaning of the grounds and perimeter area by all janitorial staff;	Every 10AM, 1:00PM and 3:00PM
	4.4.b Caring and watering of indoor and outdoor plants as well as its dusting and cleaning.	Monday to Friday before office hours depending on the kind of Plant
	4.4.c Maintaining/re-arranging indoor plants at the lobby, first floor, hallways and attending to concerns (on floors level) of the Field Office main building, Annex building and other locations covered; 4.4.d Taking-out indoor plants for watering and exposure to sunlight within the premises;	Weekly (Every Saturday)
4.4. Ground Upkeep and Tending of Plants	4.4.e Providing ground maintenance to include grass cutting and landscaping of the areas around the building.	Bi-Weekly (Monday and Thursday)
4.5 Transfer, Movement and Rearrangement of chairs, furniture, equipment and other articles	4.5.a Moving or hauling of tables, chairs, supplies and other equipment within the premises of the Regional Office including other DSWD Provincial Offices or their transfer if such items are used elsewhere.	As need arises
4.6 General Cleaning or Heavy Cleaning Tasks	4.6.a Deep cleaning of all areas covered under 4.1 to 4.4 hereof including stripping and scrubbing off of old wax, applying new coat and polishing	

	<p>the same;</p> <p>4.6.b Proper disposing of accumulated wastes; receptacles and emptying of trash bins in all offices, common areas and grounds;</p> <p>4.6.c Thorough bleaching, scrubbing and brushing of toilet sinks, tiles, floors and bowls;</p> <p>4.6.d Cleaning and washing of all inside office interior and exterior glass doors, windows, walls and washing of venetian/vertical blinds;</p> <p>4.6.e Assisting in housekeeping services such as changing and washing of beddings/linens; cloths, seat cover, curtains and the like, as the need arises.</p>	<p>Weekly</p> <p>(Every Saturday)</p>
	<p>4.6.f Intense cleaning of the following:</p> <ul style="list-style-type: none"> • All areas like floors, walls, ceilings, wall decorations, premises and building perimeter, parking areas and areas within the perimeter of the office; • Windows glasses, downspouts, vacuum cleaning and shampooing of carpets and officers' executive and Visitor's chair, cleaning of diffusers and electrical fans; <p>4.6.g Facilitating fogging/misting services using high-grade but environment-friendly chemical.</p>	<p>Bi-Monthly</p> <p>(1st and 3rd week)</p>

NATURE OF SERVICE	STANDARD PROCEDURE	FREQUENCY
4.7 Basic Maintenance and Repair Reporting	<p>4.7.a Perform simple maintenance such as change of lighting; painting; minor electrical; simple leaks and plumbing issues and the like;</p> <p>4.7.b Timely submit Maintenance and Repair Report covering all discovered broken/missing lights, fixtures, furniture and equipment; electrical and physical hazards to the Facility Management to ensure uninterrupted operation.</p> <p>4.7.c. Respond abruptly to any untoward incidents that would result to office hazards such as unattended spills; wet floors and the like.</p>	As the need arises.

4.8 Miscellaneous Tasks	4.8.a Serve as emergency force assisting in dealing with calamities such as typhoon, flooding, earthquake, fire and other disasters affecting DSWD properties; 4.8.b Perform other similar task as maybe necessary and related to daily routine operations; and 4.8.c Politely assist, guide and direct the clients of DSWD to the proper Office/ Unit/Section where and whom the client intends to transact business.	As the need arises.
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C. Provision of Supplies

1. Required Equipment, Tools, Supplies and Materials

The Service Provider, on its own account shall provide the required equipment, tools, supplies and materials to be used performing the services aforementioned.

The Administrative Division – 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.

SUPPLIES AND MATERIALS FOR JANITORIAL

A. MONTHLY

No.	Item Description	Unit	Quantity
1	Garbage bags Large (100pcs)	Pack	10
2	Trash bags (100 pcs)	Pack	10
3	Toilet Cleaner 500ml	Bottle	15
4	Air Freshener 320ml	Bottle	20
5	Mop Head	Pieces	15
6	Multi Insect Killer Odorless 600ml	Pieces	15
7	Laundry powder soap (pack by 12)	Pack	42
8	Liquid Antibacterial Handsoap	Gallons	20
9	Toilet Deodorizer	Box	40
10	Tambo Broom	Pieces	12
11	Franela	Pieces	20
12	Round Rugs	Pieces	20

B. QUARTERLY

No.	Item Description	Unit	Quantity
1	Doormat	Pieces	22
2	Stick Broom	Pieces	15
3	Dust Pan	Pieces	22

4	Toilet Pump	Pieces	22
5	Toilet Brush	Pieces	22
6	Furniture Polish 330ml	Cans	10
7	Glass Cleaner with spray 500ml	Bottle	10

C. MONTHLY DISINFECTANT MATERIALS

NO.	ITEM DESCRIPTION	UNIT	QUANTITY
1	(Disinfection Spray) 510g	Bottle	22
2	Surgical Face Mask 50pcs	Box	10
3	Surgical Gloves 100pcs	Box	10
4	Alcohol, Ethyl, Scented, 70% solution, 500ml	Bottle	23
5	Bleach Unscented	Gallon	22
6	Disinfectant Multi-Action Cleaner 900ml	Piece	22
7	Bar Soap 85g	Piece	23
8	Roll Tissue 2ply by 48pcs	Bundle	10

ONE TIME DELIVERY 1ST MONTH OF THE YEAR

NO.	ITEM DESCRIPTION	UNIT	QUANTITY
1	Handsoap Dispenser (wall mounted or stand)	Piece	20
2	PPE Suit Washable	Set	23
2	Adjustable Ladder	Piece	2
3	Long Sweeper for spider Web (Pang-agiw)	Piece	20
4	Safety Harness	Piece	2
5	Grass Cutter Heavy Duty	Set	1
6	Trashbin Big Stainless	Piece	15
7	Vacuum Cleaner	Piece	2
8	Mop Squeezer Heavy Duty	Piece	15

D. Supplies and cleaning materials must pass the DTI Products Standard and to the extent possible, all materials must be non-toxic, Eco Friendly and preferably, Philippine made supplies and materials. All equipment and tools must be provided and delivered at least one (1) day before the commencement of the contract. Please see attached list of Supplies and Materials to be supplied marked as "Annex A". Equipment, Tools, Supplies and Materials

1. The Service Provider guarantees the quality of all janitorial supplies and materials necessary for the performance of the service;

2. The list of supplies and cleaning materials that will be delivered to DSWD Field Office III – General Services Section on a monthly basis shall be delivered every 1st week of the month. If the supplies are found to be defective and substandard, the DSWD shall require the Service Provider to immediately replace the items/ supplies; and
3. The list of cleaning sprays/ solutions and equipment will be submitted to DSWD Field Office III – General Services Section on the 1st week of the commencement of the contract.

E. Ownership and Penalty for Late Delivery

DSWD Field Office III shall ensure and monitor that the supplies are delivered in accordance with the required schedule. Upon delivery thereof, it is understood that DSWD shall hold proprietary and administrative rights over said supplies and materials.

Any late delivery of the Service Provider shall be subjected to charges with liquidated damages for non-compliance. One tenth of One Percent (1/10 of 1%) of the cost of the delayed supplies shall be deducted from the succeeding monthly billing for every day of delay per supply.

In the event that the supplies and materials are in excess of the requirement, the quantity and items could be adjusted to replace more useful supplies and materials. However, the value of the supplies and materials concerned shall be at least equivalent to the original cost of the items to be replaced. The tools and equipment listed under “Annex A” shall be returned to the Service Provider upon completion of the contract.

VI. Budgetary Requirements

The agency shall pay the Service Provider subject to applicable taxes, a fixed cost chargeable against GASS and other available program funds. The contract shall be for two (11) months, covering the period of February 1, 2022 – December 31, 2022 but shall be obligated upon approval for GAA 2022 for Direct Release pursuant to the Guidelines on Early Procurement Activity (EPA).

The agency shall pay the Service Provider the amount Five Million One Hundred Four Thousand Two Hundred Eight Two and Eighty-Five Centavos (Php5,104,282.85).

These amounts are for the services of twenty-three (23) janitorial personnel including their security equipment.

If, during the effectivity of the contract between the Service Provider and the agency, a wage order or providing additional benefits to employees in private sector, the rates herein shall be adjusted accordingly of subject to existing law and policy guidelines The Service Provider shall comply with the wage increase. Salary adjustment within the contract duration under DOLE Wage Order shall be on the

account of the Service Provider.

VII. OTHER REQUIREMENTS – The Service Provider shall maintain at all times the aforementioned number of personnel to ensure continuous and uninterrupted services either by providing regular relievers to janitors who fail to report for duty or

having the option of deduction the corresponding amount of absences from the billing;

1. Aside from the Supervisor, the Service Provider shall assign an Inspector who shall inspect the premises weekly, to check on the performance of the twenty-three (23) personnel above-mentioned. The assigned inspector coordinates his/her activities with the Office of the General Services Section Chief or his/her representative from General Services Section;
2. The Service Provider shall be ready at all times to provide additional janitorial service requirements of DSWD during emergency situations/ disaster operations at no additional cost;
3. The Number of manpower complement maybe adjusted upon mutual agreement of the parties depending upon the exigency of service; availability of the funds/ and or staff performance. Additional manpower requirement shall be covered by a written request from the DSWD Field Office III proper authority;
4. The janitorial personnel may render overtime services depending upon the urgency or exigency of service or funds availability of requesting office. Overtime services rendered are not included in the budget allocation for this Terms of Reference;
5. The Service Provider is willing to absorb at least 40% of existing janitorial personnel with satisfactory performance assigned to Field Office III and DPEOs covered areas to its existing standards.
6. The Service Provider shall undertake the following:
 - a. Perform in accordance with the following standard and requirements of DSWD Field Office III;
 - b. The Janitor Personnel shall be:
 - i. Under the supervision and administrative control of the General Services Section;
 - ii. Physical and Mental fit;
 - iii. Properly trained and thoroughly screened prior to employment, and have been required to present favorable police clearances and medical certificate attesting to their good moral character and physical fitness, respectively for the work involved;
 - iv. In uniform at all times, provided with appropriate identification cards and following the DSWD's health and safety protocols and such other relevant IATF issuances on Health and Safety;
 - v. Ensure that each Janitorial personnel is wearing face masks and face

shields within the DSWD Field Office III and DPEOs premises in conformity with health protocol requirements to prevent the spread of COVID-19 and other variants;

vi. Strictly observe the DSWD policies such as, “No Smoking within Premises”; No Sleeping on the Job”; and

vii. The janitorial personnel shall render eight (8) hours services from Monday to Saturday, excluding sixty (60) minutes time-off for meals;

c. The Working Supervisor shall:

I. Regularly inspect all assigned areas of janitorial personnel including public toilets, corridors, veranda/ emergency passages to ensure their cleanliness and orderliness;

II. Submit weekly report or as needed and submit to General Service Section Chief;

III. Regularly supervise and monitor its personnel especially their performance in their areas of jurisdiction.

d. Maintain clean, orderly and safe storage areas for materials, tools and equipment. Safety measures shall be observed in the storage of chemicals and other hazardous materials.

e. Economically use supplies and cleaning materials as well as conserve water and electricity;

f. Guarantee for the loss or damage of any of the DSWD property or those of its personnel or clients unless it has been duly established after investigation that said loss or damage did not result from the act, omission, negligence or fault of the Service Provider or any of its janitorial personnel;

g. The Service Provider holds the option of paying the cost of the damage or loss in cash, or in repairing, reinstalling, or replacing the item lost or damaged with prior approval from DSWD Field Office III. In this connection, the personnel whom the Service Provider may assign to perform the services called for shall submit themselves to search by the security guards of DSWD Field Office III and DPEOs before entering and leaving the premises of the DSWD Field Office III and DPEOs;

h. Acknowledge “No Employer – Employee Relationship”, thus, no authority is conferred upon it by the Department to hire any person on behalf of the agency and that the personnel whom the Service Provider may assign to perform the services called for shall remain the employees of the Service Provider only.

i. Warrants its full faithful compliance and observance of all laws, decrees, rules and regulations relative to the government contracts, hour of work, wage rate, and other compensation and benefits, especially the provision of the New Labor Code and other related laws, in connection with its own janitorial personnel. It is understood that the agency shall be free from any claims, which are the Service Provider’s janitorial personnel may lodge. Violation of the Service Provider of any existing labor laws, rules and regulations shall be

ground for termination of the contract.

j. Abide by all the stipulations under the existing Labor Code and pay at least the minimum wage and all other mandatory benefits and privileges to its janitorial personnel assigned in DSWD Field Office III on time, i.e. every 10th and 25th of the month;

k. Submit to DSWD Field Office III, together with its monthly invoices, a sworn certification/ undertaking duly executed by its General Manager/ President stating that all workers and/ or personnel assigned to DSWD Field Office III pursuant to this Agreement have been paid the required minimum wage, other mandatory benefits and privileges they are entitled to under the law. DSWD Field Office III shall not process any billings that are not accompanied by the aforementioned certificate.

l. The Service Provider shall provide DSWD a copy of each janitorial personnel employment contract with the company duly signed by both parties including their 201 files.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (e) 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
- ☐ (f) 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
- ☐ (g) 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
- ☐ (h) Conformity with **Section VII. Technical Specifications**, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
- ☐ (i) Conformity with **Section VI. Schedule of Requirements; and**
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (k) The Supplier's Audited Financial Statements for year 2019 and 2018 (in comparative form or separate form):

- Independent Auditor's Report
- Balance Sheet (Statement of Financial Position) and
- Income Statement (Statement of Comprehensive Income)

Each of the above statements must have stamped "**received**" by the Bureau of Internal Revenue (BIR) or its duly accredited institutions.

- ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- ☐ (m) 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.

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.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Proposal Form(s)/Price Schedule.

Section IX. Bidding Forms

Bid Form for the Procurement of Janitorial Services for the DSWD Field Office III -
Early Procurement Activity (EPA)
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

**To: DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
FIELD OFFICE III
Diosdado Macapagal Government Center,
City of San Fernando, Pampanga**

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 and 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: _____

Price Proposal Form

Date: _____

Invitation to Bid No.: GOP/DSWD3-2021-09-004

Purchase of Food and Non-Food for Re-Packing of Family Food Packs

*NOTE : In case of discrepancy between unit price and total price, the unit price will prevail.
Contract price per item is inclusive of all applicable taxes.*

Name of Bidder : _____

Name of Authorized Representative : _____

Signature of Authorized representative: _____

Date : _____

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page _____ of _____

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Omnibus Sworn Statement
[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]

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--

Bid Securing Declaration

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

BID SECURING DECLARATION

Invitation to Bid No.: GOP/DSWD3-2021-11-002

**To: DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
FIELD OFFICE III
Diosdado Macapagal Government Center,
City of San Fernando, Pampanga**

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]

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

**SWORN UNDERTAKING ON COMPLIANCE WITH EXISTING LABOR LAWS
AND STANDARDS**

(shall be submitted as part of Post Qualification requirements)

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

AFFIDAVIT

I, *(Name of the 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:

1. That I am the *(owner/proprietor/representative of (Name of the company/Name of bidder))*;
2. That our/my *(firm/company/agency)* abides and shall continue to abide by the existing labor laws and standards, rules, and regulations as implemented by the Department of Labor and Employment (DOLE);
3. That in support of the statement above, I have attached hereto a *Certification/Clearance issued by DOLE (no pending case/complaint)*;
4. That should our/my *(firm/company/agency)* violate any rule or regulations as prescribed by DOLE, I/we will accept sanctions that may be imposed upon our/my *(firm/company/agency)*.

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)

Certification from Insurance Commission

NOTE: Use this template for the required “Certification from the Insurance Commission”, which shall accompany surety bonds issued for purposes of Bid Security and Performance Security.

[Insurance Commission Letterhead]

CERTIFICATION

This is to certify that [insert Name of Insurance Company] is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as Fire, Marine, Casualty and Surety under [insert Certificate of Authority Number] effective [insert date of period of effectivity], unless sooner revoked or suspended for cause.

It is certified, moreover, that [insert Name of Insurance Company] is likewise authorized under Administrative Order No. 30 to underwrite and issue Performance Bonds, Bidder’s Bonds, and Surety Bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to the Revised Implementing Rules of RA.9184.

It is further certified that [insert Name of Insurance Company] issued a surety bond under [insert Bond No.] to [insert Name of Service Provider or Supplier] in favor of **Department of Social Welfare and Development** in the amount of [insert amount] for the [insert Name of the Project].

This certification is issued upon the request of [insert Name of the Authorized Representative] of [insert Name of Insurance Company], pursuant to Section 39.2(c) of the Revised Implementing Rules and Regulations of RA9184.

Issued on the [insert date] in [insert Place].

For the Insurance Commissioner

[insert name of Authorized Representative]

[insert Position and Office]

Paid under[insert Official Receipt No.]

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--

(Bidder's Company Letterhead)
Purchase of Food and Non-Food for Re-Packing of Family Food Packs

ITB NO. GOP/DSWD3-2021-11-002
 Approved Budget for the Contract (ABC) – PhP 5,104,282.85

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)
 (Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is

_____ (PhP _____) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

CA	=	Current Assets	P
Less:			-
CL	=	Current Liabilities	P
Sub-Total 1			P
			X 15
Sub-Total 2			P
Less:			-
C	=	Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	P
NFCC			P

Issued this _____ day of _____, 2021.

 Name of Company

 Signature of Bidder or Authorized Representative

 Name and Designation

*** This document must be attached to the Technical Component Envelope ***

1. The phrase "value of the bidder's current assets and current liabilities" shall be based on the data submitted to the BIR, which refers to the values of the current assets and current liabilities reflected in the Audited Financial Statements.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex II.
3. The detailed computation must be shown using the formula provided above.
4. The NFCC computation must be at least equal to the ABC of the project

**PLEASE USE THIS PRESCRIBED FORMAT IN
THIS BID FORM**

**Statement of All On-Going Government and Private Contracts, Including
Contracts Awarded but Not Yet Started, Whether Similar or Not Similar
in Nature and Complexity to the Contract to be Bid**

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			

	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

Note: *The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion**.*

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--

Statement of Single Largest Completed Contract of Similar Nature Within the Last Three (3) Years Prior to the Date of Submission and Receipt of Bids, equivalent to at least Fifty percent (50%) of the ABC of this project.

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address				b. Date Started
	c. Contact Nos.		Description	%	c. Date Completed
	a.				a.
	b.				b.
	c.				c.

*Note: The following documents must be attached to support this statement: (a) **Official Receipt(s) or Sales Invoice** or (b) **User's Certificate of Acceptance/Completion***

Name of Bidder: _____

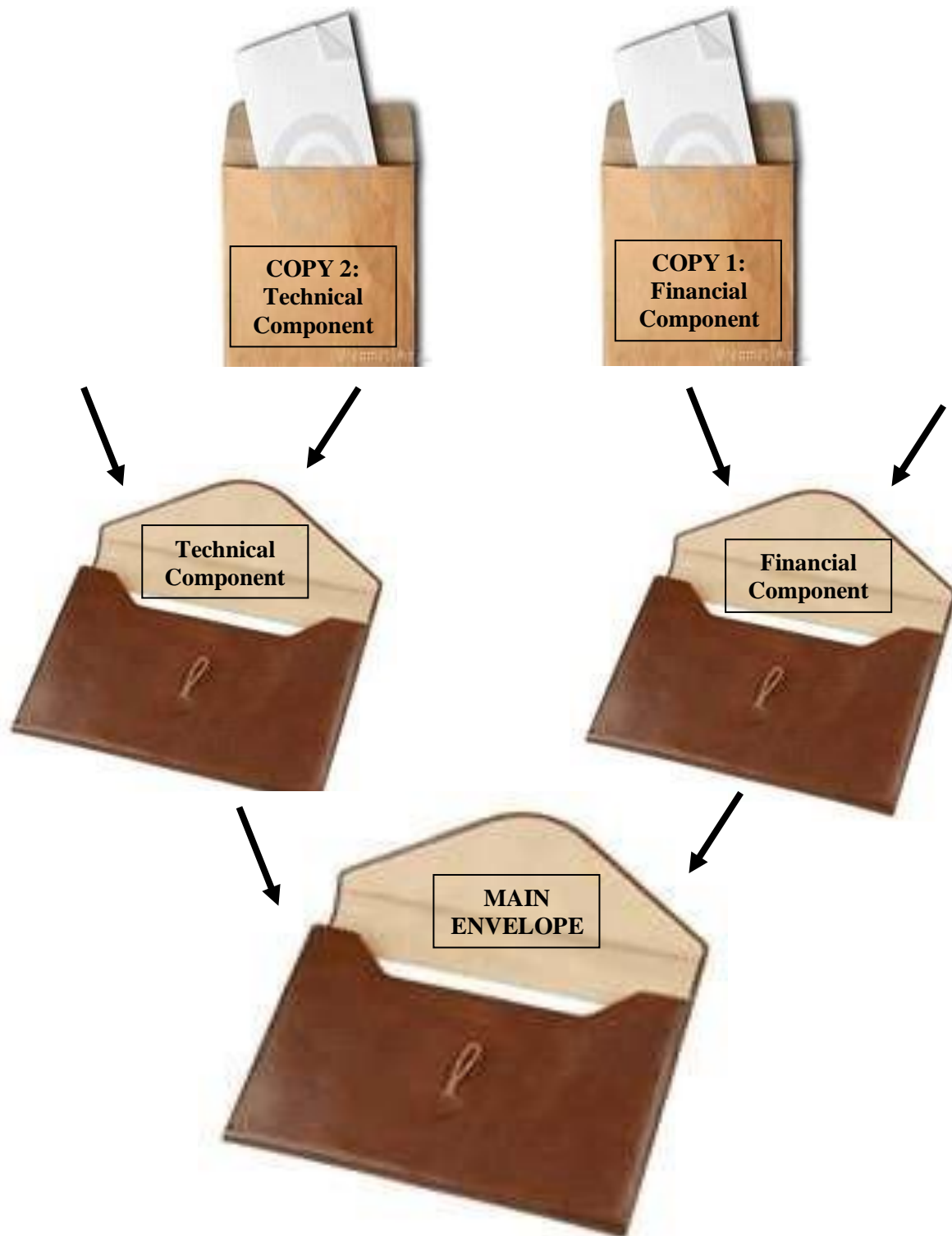
Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.4.

SEALING AND MARKING OF BIDS



SAMPLE FORMAT OF LABELED ENVELOPE

COPY 1 AND COPY 2 OF TECHNICAL COMPONENT:

COPY 1 – TECHNICAL COMPONENT

TO: **MS. VENUS F. REBULDELA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (Name of Bidder in Capital Letters)

ADDRESS: (Address of Bidder in Capital Letters)

PROJECT: (Title of Project in Capital Letters)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

COPY 2 – TECHNICAL COMPONENT

TO: **MS. VENUS F. REBULDELA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (Name of Bidder in Capital Letters)

ADDRESS: (Address of Bidder in Capital Letters)

PROJECT: (Title of Project in Capital Letters)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

OUTER ENVELOPE:

TECHNICAL COMPONENT

TO: **MS. VENUS F. REBULDELA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (Name of Bidder in Capital Letters)

ADDRESS: (Address of Bidder in Capital Letters)

PROJECT: (Title of Project in Capital Letters)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

MAIN ENVELOPE:

BIDDING DOCUMENTS

TO: **MS. VENUS F. REBULDELA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (Name of Bidder in Capital Letters)

ADDRESS: (Address of Bidder in Capital Letters)

PROJECT: (Title of Project in Capital Letters)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

