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BIDDING DOCUMENTS

PROCUREMENT OF JANITORIAL SERVICES FOR DSWD FIELD OFFICE III FOR CY 2023 (EARLY PROCUREMENT ACTIVITY - EPA)

ITB No. GOP/DSWD3-2022-11-001
(PR No. 2022-11-1447)

Sixth Edition
July 2020

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of

**GOODS – PROCUREMENT OF
JANITORIAL SERVICES FOR DSWD FIELD
OFFICE III FOR CY 2023 (EARLY
PROCUREMENT ACTIVITY – EPA)**

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,
City of San Fernando Pampanga, Philippines 2000
Tel: (045) 861 – 2413 ; Telefax: (045) 961 – 2413
Email: bacsecretariat.fo3@dswd.gov.ph Website: <http://www.dswd.gov.ph>

INVITATION TO BID
PROCUREMENT OF JANITORIAL SERVICES FOR
DSWD FIELD OFFICE III FOR CY 2023
(EARLY PROCUREMENT ACTIVITY – EPA)

ITB No. GOP/DSWD3-2022-11-001
(PR No. 2022-11-1447)

1. The **Department of Social Welfare and Development (DSWD) - Field Office III**, through the Climate Change, EPAHP, ICTMS, KC-KKB, KC-NCDDP, PANTAWID, PSF Adoption, PSP AICS, SLP, SocTech, GASS, NHTS, RRPTP, SFP, SLP and SOCPEN intends to apply the sum of **FIVE MILLION FOUR HUNDRED NINETY-SIX THOUSAND THREE HUNDRED EIGHTY Pesos and 67/100 (PhP5,496,380.67)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Janitorial Services for Field Office III for CY 2023 (EARLY PROCUREMENT ACTIVITY – EPA)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Department of Social Welfare and Development (DSWD) - Field Office III** now invites bids for the above Procurement Project. Delivery of the Goods shall within the period appearing in the **SCHEDULE OF REQUIREMENTS**. Bidders should have completed a contract similar to the Project **within the last ten (10) 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 via electronic or online 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. Bidding will be conducted through open competitive bidding procedures via electronic or online using non- discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

In compliance with GPPB Resolution 09-2020 entitled, “Approving Measures for the Efficient Conduct of Procurement Activities during a State of Calamity or Implementation of Community Quarantine or Similar Restrictions”, the DSWD Bids and Awards Committee has confirmed, adopted, and approved measures for online or electronic bidding, as recommended by the GPPB-TSO, for the efficient conduct of all procurement activities, regardless of the procurement modality, during the pandemic in preparation for the full implementation of GPPB Resolution No. 21-2021 using E-Bidding Facility of the Modernized Philippine Government Electronic Procurement System (mPhilGEPS).

In view of this, the procedure for this procurement project shall be in accordance with DSWD BAC Resolution No. 2021-10-01 relative to the Implementation of Electronic Submission and Receipt of Bids and the Bidder’s Kit on **Guidelines to Bidders in Adopting Electronic Submission of Bids** is attached herewith as Annex “A.”

5. Prospective bidders may obtain further information from the **Department of Social Welfare and Development (DSWD) - Field Office III** and inspect the Bidding Documents at the address given below or at the DSWD Field Office III website.
6. A complete set of Bidding Documents may be acquired by interested Bidders on **18 November 2022 to 12 December 2022** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or via electronic mail*.

Interested Bidders shall contact the BAC Secretariat through e-mail at secretariatbac.fo3@gmail.com for further instructions on the purchase and payment of the Bidding Documents.

Upon receipt from the BAC of an official Acknowledgement Receipt of Bid and payment of the Bidding Document Fee, the bidder shall submit to the BAC Secretariat clear digital copies of the aforementioned Acknowledgement Receipt of Bid and either clear scanned copy of Official Receipt issued by the DSWD Field Office III Cashier’s Office or any valid proof of payment made via bank or electronic banking **on or before the deadline of submission of bids**.

7. DSWD Field Office III will hold a Pre-Bid Conference on **28 November 2022 at 10:00 AM** video conferencing or webcasting *via google meet* which shall be open to prospective bidders.

A pre-registration shall be required for all interested suppliers in order to access the video conferences and to participate further in the procurement activities as scheduled. Those interested bidders must provide complete information in the Google Forms which may be accessed via this link: <https://tinyurl.com/DSWDe-bid>.

Prospective bidders are encouraged to discuss any concerns or clarifications about the eligibility requirements including the technical specifications in the said conference.

8. Bids must be duly received and acknowledged by the BAC Secretariat through online or electronic submission **on or before 12 December 2022 at 9:30 AM** in the manner compliant with the submission of eligibility documents for public bidding and in accordance with the above-mentioned DSWD BAC Resolution No. 2021-10-01 relative to the Implementation of Electronic Submission and Receipt of Bids and the Bidder's Kit on **Guidelines to Bidders in Adopting Electronic Submission of Bids**.

Late bids shall not be accepted.

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 12 December 2022 at 10:00 AM** via google meet video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Prospective bidders are requested to organize and submit their Bids electronically as provided under the Bidder's Kit on **Guidelines to Bidders in Adopting Electronic Submission of Bids**. and suppliers are hereby reminded, as follows:
- a) The submission of the Legal and Technical Documents (First Envelope) and Financial Documents (Second Envelope) shall be in PDF file with password-protected RAR archive file format;
 - b) Scan the original copy of the **Legal and Technical Requirements** and save as PDF, after scanning the original copy of the **Legal and Technical Requirements**, place the scanned files in one folder with file name "**Legal and Technical Documents**" and compress the folder using **WinRAR Extractor Application** with file name "**Folder 1 - Legal and Technical Documents**", place/set a password on the file;
 - c) Scan the original copy of the **Financial Requirements** and save as PDF, after scanning the original copy of the **Financial Requirements**, place the scanned files in one folder with file name "**Financial Requirements**" and compress the folder using **WinRAR Extractor Application** with file name "**Folder 2 - Financial Documents**", place/set a password on the file;
 - d) After encrypting the **Legal and Technical, and Financial Requirements**, compress the two (2) encrypted files using **WinRAR Extractor Application** with file name "**DSWD-FOIII Bidding No. __ - (Name of Bidder)**", and set a strong password;

In case of modification of bids by the bidder, the bidder shall use the file name for the main file "**DSWD-FOIII Bidding No. __ - (Name of Bidder) - Modification**"

The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official uploading site provided that it is equally secured by password, properly identified, and submitted on or before the set deadline. The bidder shall use the following file names:

- For Legal and Technical Requirements: "**Folder 1 - Legal and Technical Documents – Modification**"
- For Financial Requirements: "**Folder 2 - Financial Documents - Modification**"

Important: Passwords shall bear a unique combination for each file. Same passwords for all files are **strictly not allowed**. Please see attached **ANNEX** for your guidance.

- e) Submit/Upload your bids thru this link: <https://tinyurl.com/dswdfo3ebid> on or before the set deadline;
- f) After submission of your bids, wait for an acknowledgement of BAC via email for the confirmation of your submitted bids indicating the Date and Time of your submission, and also the link for the Opening of Bids will be sent to your registered email upon submission of the copy of the Acknowledgement Receipt of Bid and proof of payment of the bidding document to the BAC Secretariat as stated in item no.6 hereof.

Important: All bids submitted after the deadline will **NOT** be considered in the bid opening.

- 11. It is the responsibility of the bidders who submitted their bids electronically to monitor receipt of an auto-generated bid receipt acknowledging their bid submission. Failure to receive a bid receipt means the submission was not successful.
- 12. In case the bidder fails to submit any or all of the folders containing the documentary requirements in unique password-protected PDF files, the bid/quotation will automatically be disqualified and shall be declared as “FAILED” and the supplier will no longer be allowed to participate further in the procurement activities scheduled for this Project.
- 13. After the opening and evaluation of bids, the BAC, its staff and personnel, Secretariat and Technical Working Group (TWG), as well as Observers are prohibited from making or accepting any communication with any bidder regarding the evaluation of their bids until issuance of Notice of Award (NOA). However, the BAC, through its Secretariat, may ask in writing the bidder for clarification of its request in writing. All responses to requests for clarification shall be in writing.
- 14. 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.
- 15. Bidders who are related by consanguinity or affinity within the third degree are disqualified to participate directly or through a third party in the same procurement project subject to bid having general conflict of interest between them in keeping with the ruling of GPPB under NPM073-2014.

16. 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) 961 – 2143

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

<https://tinyurl.com/fo3bacsite> – Website of the DSWD Field Office III BAC

Prospective bidders are **required** to pay for the purchase of the project's Philippine Bidding Documents personally at DSWD FO III.



VERUS F. REBULDELA

Bids and Awards Committee Chairperson

**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III
BIDS AND AWARDS COMMITTEE**

**GUIDELINES TO BIDDERS IN ADOPTING ELECTRONIC SUBMISSION OF BIDS
(GPPB Resolution No. 09-2020)**

For Pre-Bidding Conference

Step 1: Register by completing the information required in the Google Forms that can be accessed with this link: <https://tinyurl.com/DSWDe-bid>. Once the form is successfully submitted, wait for an acknowledgement that will be sent to you via email.

Step 2: Attend in the scheduled Pre-Bid Conference by clicking the link attached in the Acknowledgement email.

Step 3: Wait for the Bids and Awards Committee to accept your entry in the set conference.

For Submission of Bids

Step 1: Scan the original copy of the Legal and Technical Requirements and save as PDF, after scanning the original copy of the Legal and Technical Requirements, place the scanned files in one folder with file name “Legal and Technical Documents” and compress the folder using WinRAR Extractor Application with file name “Folder 1 - Legal and Technical Documents”, place/set a password on the file.

Step 2: Scan the original copy of the Financial Requirements and save as PDF, after scanning the original copy of the Financial Requirements, place the scanned files in one folder with file name “Financial Requirements” and compress the folder using WinRAR Extractor Application with file name “Folder 2 - Financial Documents”, place/set a password on the file.

Step 3: After encrypting the Legal and Technical, and Financial Requirements, compress the two (2) encrypted files using WinRAR Extractor Application with file name “DSWD-FOIII Bidding No._- (Name of Bidder)”, and set a strong password.

In case of modification of bids by the bidder, the bidder shall use the file name for the main file “DSWD-FOIII Bidding No.____- (Name of Bidder) - Modification”

The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official uploading site provided that it is equally secured by password, properly identified, and submitted on or before the set deadline. The bidder shall use the following file names:

For Legal and Technical Requirements: “Folder 1 - Legal and Technical Documents – Modification”

For Financial Requirements: “Folder 2 - Financial Documents - Modification”

Important: Passwords shall bear a unique combination for each folder. Same passwords for all folders are strictly not allowed. Please see attached ANNEX for your guidance.

Step 4: Submit/Upload your bids thru this link: <https://tinyurl.com/dswdfo3ebid> on or before the set deadline.

Step 5: After submission of your bids, wait for an acknowledgement of BAC via email for the confirmation of your submitted bids indicating the Date and Time of your submission. Print the confirmation sent by the BAC as proof of your submission and send it to the BAC Secretariat together with your proof of payment to receive the link for the Opening of Bids.

IMPORTANT: All bids submitted after the deadline will NOT be considered in the bid opening.

For Opening of Bids

Step 1: Open the email and access the link provided by the Secretariat to enter in the video conference. Wait for the confirmation from the BAC Secretariat to enter the meeting room.

Step 2: When prompted, disclose in the chatbox the password to the password-protected RAR folder. The BAC Secretariat will prompt you to disclose the password for the document containing the Legal and Technical Requirements. If you are present, the BAC Secretariat will ask in the chatbox of the Google Meet video conferencing room for the corresponding password during the bid opening itself.

Step 3: Should the Legal and Technical requirements be declared as "PASSED", you will be prompted to disclose the password for the PDF document containing the Financial Requirements. You must respond promptly.

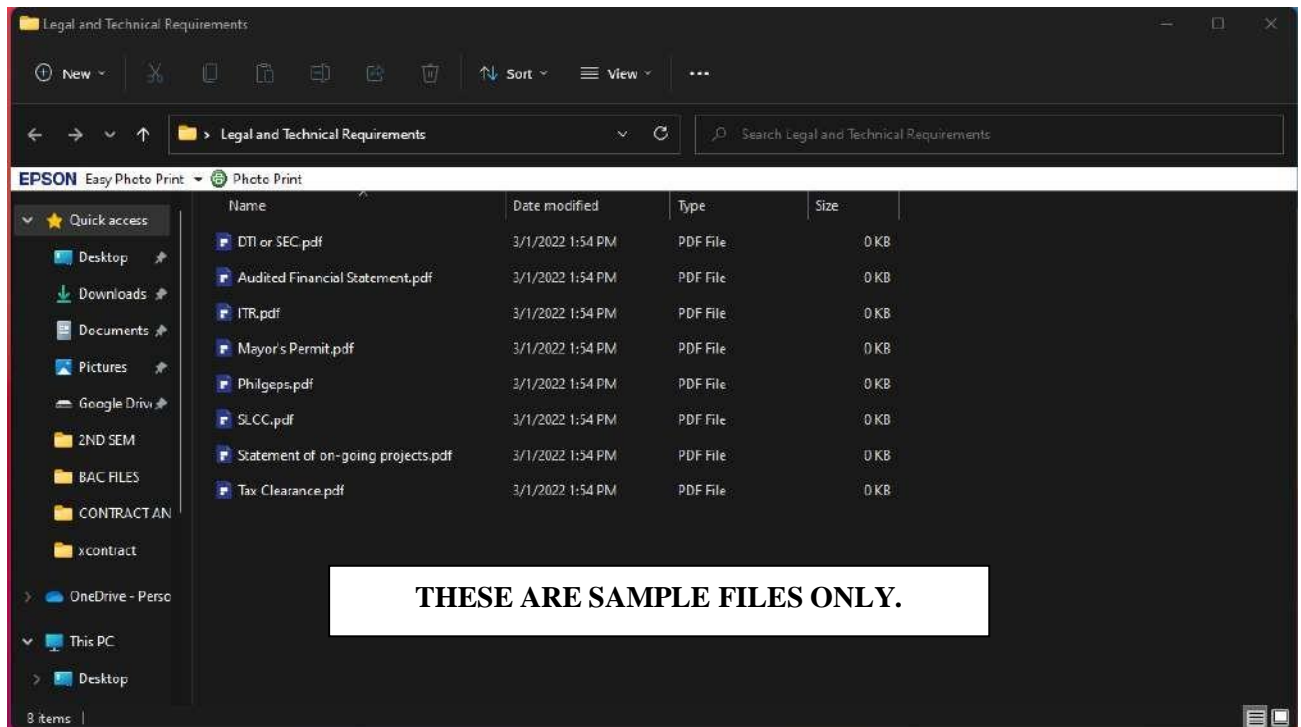
IMPORTANT NOTE: If you are not present in the online meeting in Google Meet, the Secretariat will send you an inquiry for such password via text message to your registered mobile number. You are given a maximum of five (5) minutes to respond. Should you not respond with the password when prompted, the BAC shall move on to the next bid, if any. If there are no other bids to be considered, the Secretariat shall ask again via text message for the password, and you are given another five (5) minutes to respond. Should you fail to respond within the allotted time, your submitted bid will no longer be considered.

The participating bidder shall only have three (3) attempts to provide the correct password.

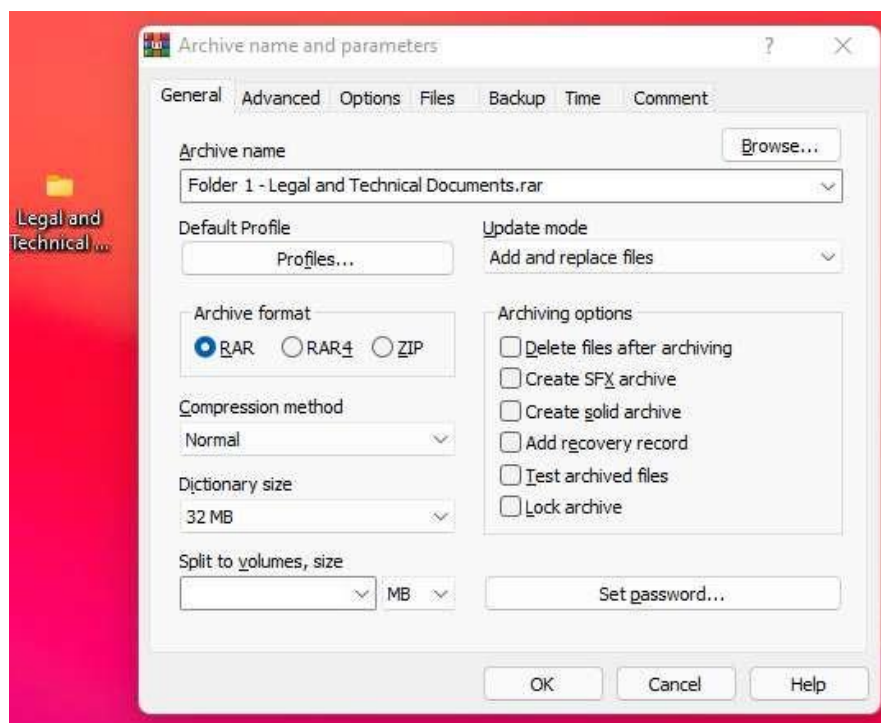
Compressing your Files into password-protected RAR format

For Legal and Technical Requirements (based on the checklist)

- Place the scanned files in one (1) folder with filename “**Legal and Technical Requirements**”

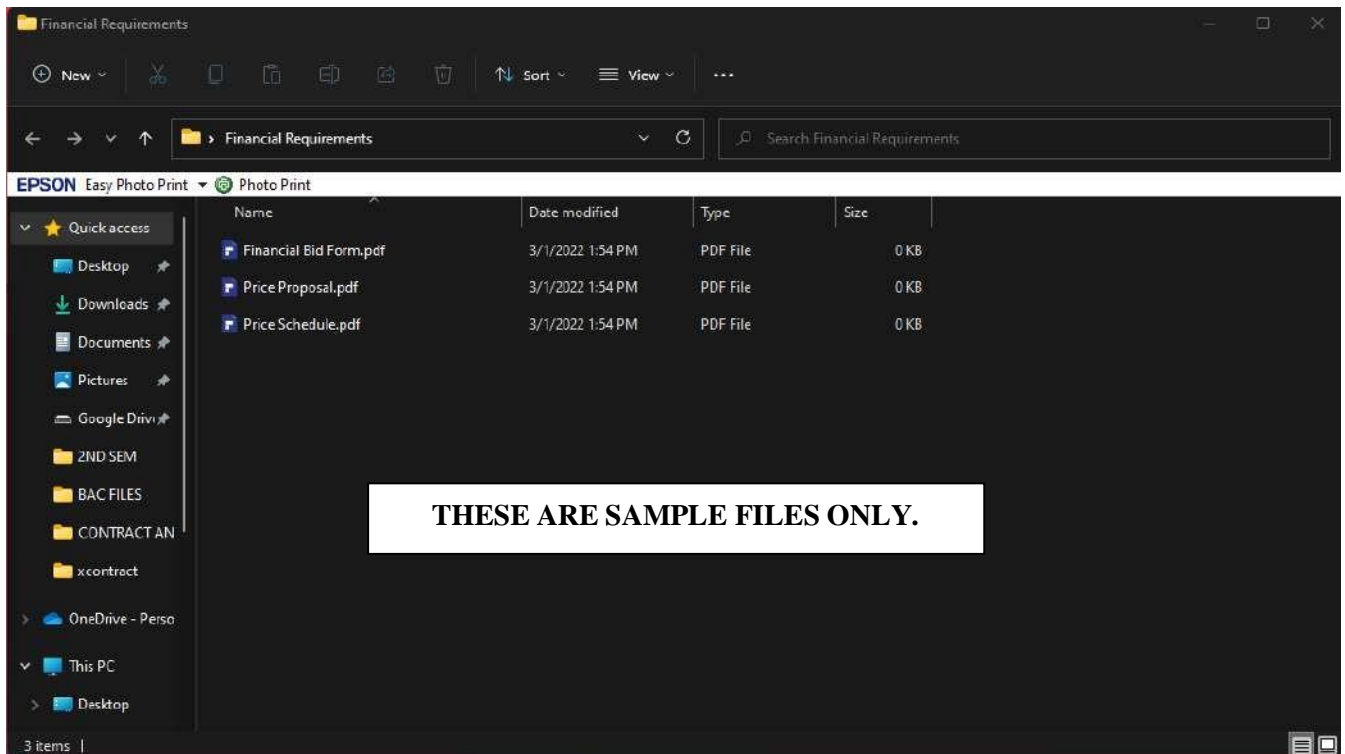


- Compress the folder using **WinRAR Extractor Application** with filename “**Folder 1 - Legal and Technical Documents**” and set a strong password

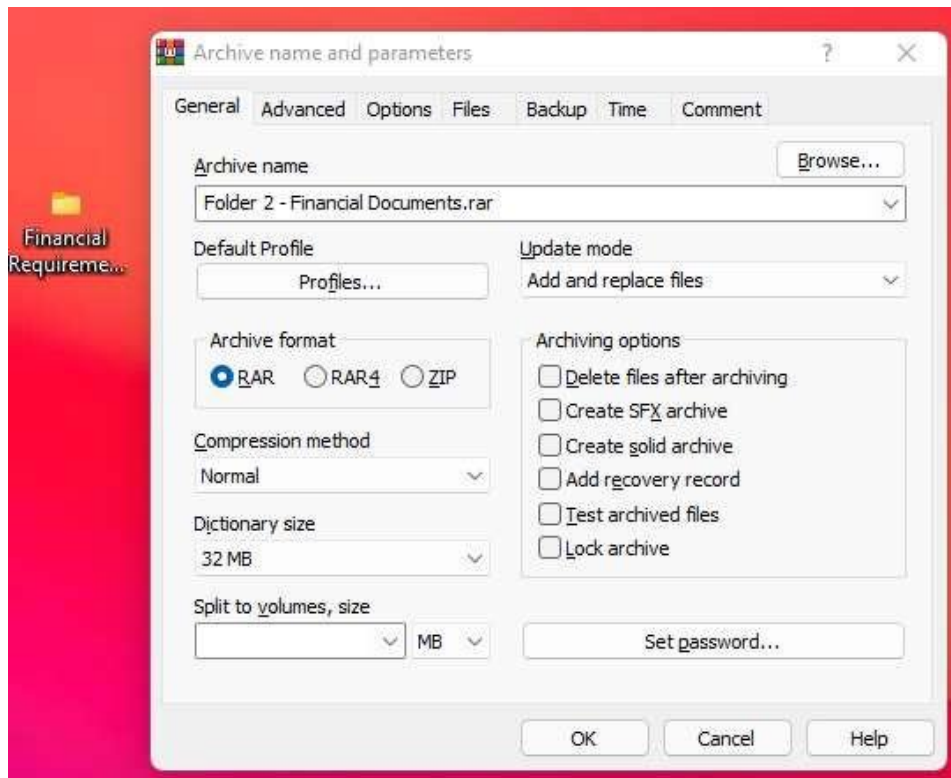


For Financial Requirements (based on the checklist)

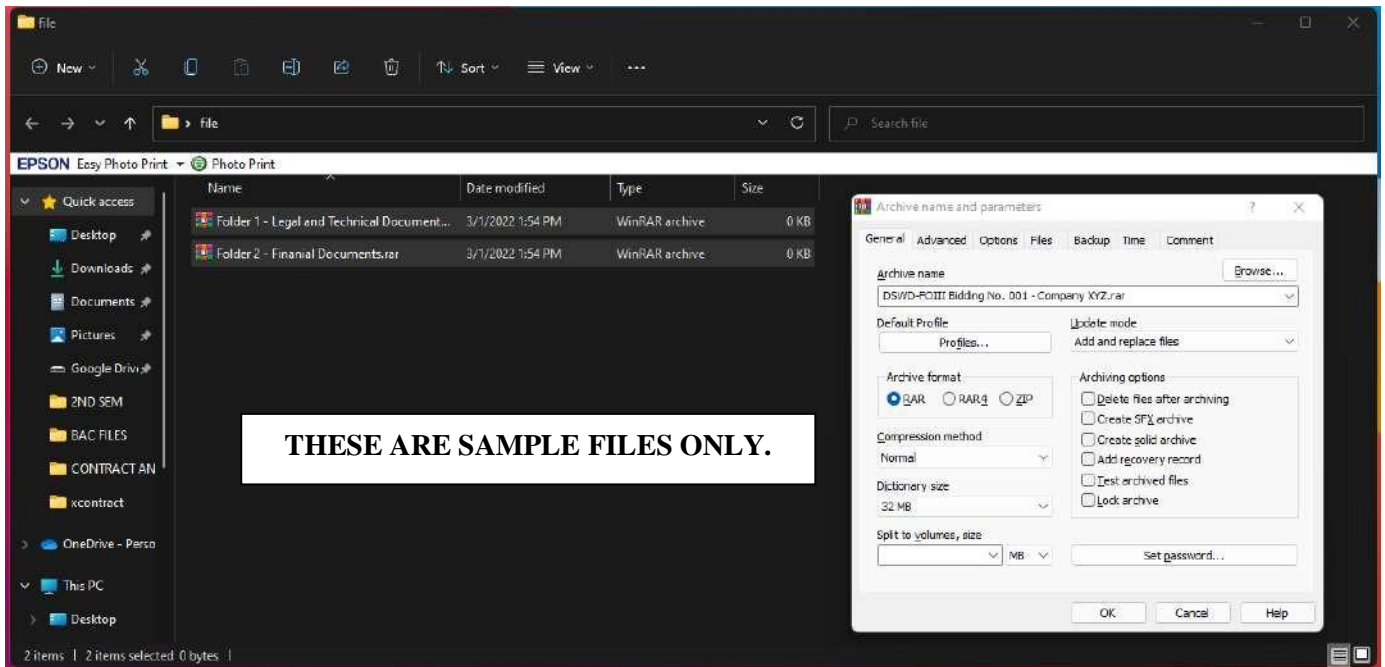
- Place the scanned files in one (1) folder with filename “**Financial Requirements**”



- Compress the folder using **WinRAR Extractor Application** with filename “**Folder 2 - Financial Documents**” and set a strong password



- After encrypting the **Legal and Technical, and Financial Requirements**, compress the two (2) password-protected RAR files using **WinRAR Extractor Application** with filename **“DSWD-FOIII Bidding No._ (Name of Bidder)”**, and set a strong password



Important:

Passwords shall bear a unique combination for each file. Same passwords for all files are **strictly not allowed**. Please see attached **ANNEX** for your guidance.

In case of modification of bids by the bidder, the bidder shall use the file name for the main file **“DSWD-FOIII Bidding No.____ - (Name of Bidder) - Modification”**

The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official uploading site provided that it is equally secured by password, properly identified, and submitted on or before the set deadline. The bidder shall use the following file names:

- For Legal and Technical Requirements: **“Folder 1 - Legal and Technical Documents – Modification”**
- For Financial Requirements: **“Folder 2 - Financial Documents - Modification”**

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development (DSWD) – FIELD OFFICE III** invites Bids for the **Procurement of Janitorial Services for Field Office III for CY 2023 (EARLY PROCUREMENT ACTIVITY – EPA)** with **ITB NO. GOP/DSWD3-2022-11-001**.

The Procurement Project (referred to herein as Project: **Procurement of Janitorial Services for Field Office III for CY 2023 (EARLY PROCUREMENT ACTIVITY – EPA)**) is composed of **one (1) Lot** the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicate below for Climate Change, EPAHP, ICTMS, KC-KKB, KC-NCDDP, PANTAWID, PSF Adoption, PSP AICS, SLP, SocTech, GASS, NHTS, RRPTP, SFP, SLP and SOCPEN, in the grand total amount of **FIVE MILLION FOUR HUNDRED NINETY-SIX THOUSAND THREE HUNDRED EIGHTY Pesos and 67/100 (PhP5,496,380.67)**.

2.1. The source of funding is:

a. NGA, the National Expenditure Program.

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.

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. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of 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, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting} 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, through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII. Checklist of Technical and Financial Documents**.

*(Reference must be made to herewith attached **Guidelines to Bidders in Adopting Electronic Submission of Bids**)*

- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within the last five 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 VIII. Checklist of Technical and Financial Documents**.

*(Reference must be made to herewith attached **Guidelines to Bidders in Adopting Electronic Submission of Bids**)*

- 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

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

12.2. Bid and Payment Currencies

13. Bid Security

- 13.1 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**.

13.2 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.

14. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through **online submission** 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.

*(Reference must be made to herewith attached **Guidelines to Bidders in Adopting Electronic Submission of Bids**)*

15. Deadline for Submission of Bids

15.1 The Bidders shall submit on the specified date and time through online submission as indicated in paragraph 7 of the **IB**.

<https://tinyurl.com/dswdfo3ebid>

*(Reference must be made to herewith attached **Guidelines to Bidders in Adopting Electronic Submission of Bids**)*

16. Opening and Preliminary Examination of Bids

16.1 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.

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

17. Domestic Preference

17.1 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.

18. Detailed Evaluation and Comparison of Bids

- 18.1 The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 18.2 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.
- 18.3 The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 18.4 The Project shall be awarded as follows:

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

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

19. Post Qualification

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

20. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

	Bid Data Sheet
ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <i>a. Procurement of Janitorial or Manpower Services</i> <i>b. Completed within the last ten (10) years prior to the deadline for the submission and receipt of bids.</i>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP and VAT inclusive.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul 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 Approved Budget of the Contract is FIVE MILLION FOUR HUNDRED NINETY-SIX THOUSAND THREE HUNDRED EIGHTY Pesos and 67/100 (PhP5,496,380.67).
20.2	<i>Not Applicable</i>
	CERTIFICATION OF AUTHENTICITY OF SUBMITTED DOCUMENTS Scanned copies of mere duplicate or photocopy of all documents supporting the bids must be duly certified as true copies thereof. USE OF PRESCRIBED FORMS & TEMPLATES Format and Content of herewith attached Templates and Forms provided in this Bidding Documents must be used.
20.3	<u><i>Reference must be made to herewith attached Guidelines to Bidders in Adopting Electronic Submission of Bids</i></u>

	<p>For Submission of Bids</p> <p>Step 1: Scan the original copy of the Legal and Technical Requirements and save as PDF, after scanning the original copy of the Legal and Technical Requirements, place the scanned files in one folder with file name “Legal and Technical Documents” and compress the folder using WinRAR Extractor Application with file name “Folder 1 - Legal and Technical Documents”, place/set a password on the file.</p> <p>Step 2: Scan the original copy of the Financial Requirements and save as PDF, after scanning the original copy of the Financial Requirements, place the scanned files in one folder with file name “Financial Requirements” and compress the folder using WinRAR Extractor Application with file name “Folder 2 - Financial Documents”, place/set a password on the file.</p> <p>Step 3: After encrypting the Legal and Technical, and Financial Requirements, compress the two (2) encrypted files using WinRAR Extractor Application with file name “DSWD-FOIII Bidding No._- (Name of Bidder)”, and set a strong password.</p> <p>In case of modification of bids by the bidder, the bidder shall use the file name for the main file “DSWD-FOIII Bidding No. - (Name of Bidder) - Modification”</p> <p>The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official uploading site provided that it is equally secured by password, properly identified, and submitted on or before the set deadline. The bidder shall use the following file names:</p> <p>For Legal and Technical Requirements: “Folder 1 - Legal and Technical Documents – Modification” For Financial Requirements: “Folder 2 - Financial Documents - Modification”</p> <p>Important: Passwords shall bear a unique combination for each folder. Same passwords for all folders are strictly not allowed. Please see attached ANNEX for your guidance.</p> <p>Step 4: Submit/Upload your bids thru this link: https://tinyurl.com/dswdfo3ebid on or before the set deadline.</p> <p>Step 5: After submission of your bids, wait for an acknowledgement of BAC via email for the confirmation of your submitted bids indicating the Date and Time of your submission. Print the confirmation sent by the BAC as proof of your submission and send it to the BAC Secretariat together with your proof of payment to receive the link for the Opening of Bids.</p> <p>IMPORTANT: All bids submitted after the deadline will NOT be considered in the bid opening.</p>
	<p>For Opening of Bids</p> <p>Step 1: Open the email and access the link provided by the Secretariat to enter in</p>

	<p>the video conference. Wait for the confirmation from the BAC Secretariat to enter the meeting room.</p> <p>Step 2: When prompted, disclose in the chatbox the password to the password-protected RAR folder. The BAC Secretariat will prompt you to disclose the password for the document containing the Legal and Technical Requirements. If you are present, the BAC Secretariat will ask in the chatbox of the Google Meet video conferencing room for the corresponding password during the bid opening itself.</p> <p>Step 3: Should the Legal and Technical requirements be declared as "PASSED", you will be prompted to disclose the password for the PDF document containing the Financial Requirements. You must respond promptly.</p> <p>IMPORTANT NOTE: If you are not present in the online meeting in Google Meet, the Secretariat will send you an inquiry for such password via text message to your registered mobile number. You are given a maximum of five (5) minutes to respond. Should you not respond with the password when prompted, the BAC shall move on to the next bid, if any. If there are no other bids to be considered, the Secretariat shall ask again via text message for the password, and you are given another five (5) minutes to respond. Should you fail to respond within the allotted time, your submitted bid will no longer be considered. The prospective bidder is only given three (3) attempts to provide the correct password.</p>
21.2	No further instructions.
	<p>Additional Documentary Requirements</p> <p>FOR SUBMISSION ON <u>OPENING OF BIDS</u></p> <ol style="list-style-type: none"> 1. Duly Signed Section VI. Schedule of Requirements; 2. List of Manpower Requirements; <p>FOR SUBMISSION ON <u>POST QUALIFICATION</u></p> <ol style="list-style-type: none"> 1. The Supplier's Audited Financial Statements for year 2021 and 2020 (in comparative form or separate form) as may be applicable; 2. Independent Auditor's Report; 3. Balance Sheet (Statement of Financial Position) and 4. Income Statement (Statement of Comprehensive Income) <p><i>Each of the above statements must have stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited institutions.</i></p> <ol style="list-style-type: none"> 5. DOLE Registration; 6. DOLE Certificate of No Pending Case;

	<p>7. Supporting Documents to Statement of All Ongoing Public and Private Contracts and Statement of Single Largest Completed Contracts (<i>i.e. NOA; NTP; Contracts; Purchase Order; Official Receipts/Sales Invoice; Certificate of Completion with At least Satisfactory Performance as may be applicable.</i></p>
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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

5.1 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.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
	<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 in DSWD Field Office III n Diosdado Macapagal Government Center, City of San Fernando, Pampanga and its Provincial Extension Offices within the Region as specified in the Schedule of Requirements. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Mr. Raymund Vincent A. Panlilio, General Services Section Chief</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</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; furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; performance or supervision or maintenance and/or repair of the supplied goods, for a period of item agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	e. training of the procuring entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	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.
	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>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>

2.2	N/A
4	For Janitorial Supplies: The inspections and tests that will be conducted are <i>actual use and durability test; verification of authenticity through any proof of purchase or certification from the Manufacturer or Accredited Distributor.</i>
	The provisions under the TERMS OF REFERENCE included in this bidding document shall form part of the Special Conditions of the Contract.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	UNIT	Delivered, Weeks/Months
JANITORIAL SERVICES				
1	Supervisor Shift (8:00am to 5:00pm, Monday to Saturday) Area of Assignment: Field Office III	1	PAX	11 Month Duration from February 2023 to December 2023
	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Saturday) Area of Assignment: Field Office III	7	PAX	11 Month Duration from February 2023 to December 2023
	Janitors/Janitress – Shift (7:00am to 4:00pm, Monday to Saturday) Area of Assignment: Field Office III	6	PAX	11 Month Duration from February 2023 to December 2023
	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Aurora	1	PAX	11 Month Duration from February 2023 to December 2023
	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Bataan	1	PAX	11 Month Duration from February 2023 to December 2023
	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Bulacan	3	PAX	11 Month Duration from February 2023 to December 2023
	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Nueva Ecija	2	PAX	11 Month Duration from February 2023 to December 2023
	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Pampanga	2	PAX	11 Month Duration from February 2023 to December 2023
	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Tarlac	2	PAX	11 Month Duration from February 2023 to December 2023
	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Zambales	1	PAX	11 Month Duration from February 2023 to December 2023
TOTAL		26	PAX	11 Month Duration from

			February 2023 to December 2023
Inspector – Duty (Weekly)	1	PAX	11 Month Duration from February 2023 to December 2023
JANITORIAL SUPPLIES			
Garbage Bags Size: Large 100 Pieces Per Pack To be supplied MONTHLY per Janitor / Janitress	104 per Month	PACK	11 Month- Duration from February 2023 to December 2023

NOTE: The item must be delivered as prescribed by the specifications.

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

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

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

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

Technical Specifications

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 to in a rating of “**FAILED**”.

Item	Specification	Statement of Compliance (Please include the brand being offered)
		<p><i>[Bidders must state here either “Comply” or “Not Comply” <u>against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.</u></i></p> <p><i>Statements of “Comply” or “Not Comply” must be <u>supported by evidence</u> in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate.</i></p> <p><u>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.</u></p> <p><i>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>

ITEM	QUANTITY	UNIT	TECHNICAL SPECIFICATIONS	Statement of Compliance
				<p>State here either “Comply” or “Not Comply” against each of the individual parameters of each Specification.</p> <p>Indicate the corresponding <u>performance parameter</u> of the equipment offered.</p>
1	JANITORIAL SERVICES			
	1	pax	Supervisor Shift (8:00am to 5:00pm, Monday to Saturday) Area of Assignment: Field Office III	<p>State here either “Comply” or “Not Comply” and indicate the corresponding <u>performance parameter</u> of the equipment offered.</p>
	7	pax	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Saturday) Area of Assignment: Field Office III	<p>State here either “Comply” or “Not Comply” and indicate the corresponding <u>performance parameter</u> of the equipment offered.</p>
	6	pax	Janitors/Janitress – Shift (7:00am to 4:00pm, Monday to Saturday) Area of Assignment: Field Office III	<p>State here either “Comply” or “Not Comply” and indicate the corresponding <u>performance parameter</u> of the equipment offered.</p>
	1	pax	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Aurora	<p>State here either “Comply” or “Not Comply” and indicate the corresponding <u>performance parameter</u> of the equipment offered.</p>
	1	pax	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Bataan	<p>State here either “Comply” or “Not Comply” and indicate the corresponding <u>performance parameter</u> of the equipment offered.</p>
	3	pax	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Bulacan	<p>State here either “Comply” or “Not Comply” and indicate the corresponding <u>performance parameter</u> of the equipment offered.</p>
	2	pax	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Nueva Ecija	<p>State here either “Comply” or “Not Comply” and indicate the corresponding <u>performance parameter</u> of the equipment offered.</p>
	2	pax	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Pampanga	<p>State here either “Comply” or “Not Comply” and indicate the corresponding <u>performance parameter</u> of the equipment offered.</p>

	2	pax	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Tarlac	State here either “ Comply ” or “ Not Comply ” and indicate the corresponding <u>performance parameter</u> of the equipment offered.
	1	pax	Janitors/Janitress – Shift (8:00am to 5:00pm, Monday to Friday) Area of Assignment: DPEO -Zambales	State here either “ Comply ” or “ Not Comply ” and indicate the corresponding <u>performance parameter</u> of the equipment offered.
TOTAL			26 Personnel	
	1	pax	Inspector – Duty (Weekly)	State here either “ Comply ” or “ Not Comply ” and indicate the corresponding <u>performance parameter</u> of the equipment offered.
JANITORIAL SUPPLIES				
2	4	packs	Garbage Bags Size: Large 100 Pieces Per Pack To be supplied MONTHLY per Janitor / Janitress (Monthly Supply = 4 x 26) <i>Sample Item to be presented at POST QUALIFICATION.</i>	State here either “ Comply ” or “ Not Comply ” and indicate the corresponding <u>performance parameter</u> of the equipment offered.
Miscellaneous				
			DOLE Registered	State here either “ Comply ” or “ Not Comply ” Please Attach and Submit Your EVIDENCE
			DOLE Certified with NO PENDING LEGAL CASE	State here either “ Comply ” or “ Not Comply ” Please Attach and Submit Your EVIDENCE

Signature of Bidder or Authorized Representative

Name and Designation

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

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

TERMS OF REFERENCE

Procurement of Janitorial Services for the DSWD Field Office III and DSWD Provincial Extension Offices – Early Procurement Activity (EPA)

I. Background/Rationale

The increasing number of poverty reduction initiatives and disaster management programs of the Department of Social Welfare and Development reflects its constant level up to service delivery standards necessitating the drastic shift in public service landscape to acclimatize to the new normal under various disaster and weather conditions and environment.

It is in this light that workplace health and safety commitment become imperative warranting diligent efforts to maintain a clean and healthy working environment for all its officials, employees and clients.

Thus, DSWD requires the services of a Service Provider that will secure its personnel, properties, facilities as well as clients. This redounds to contracting specialized cleaning services of a reputable Service Provider equipped with the necessary resources and capacity to ensure the over-all upkeep and maintenance of all DSWD Field III offices and DSWD Provincial Extension Offices, namely: DPEOs Aurora, Bataan, Bulacan, Nueva Ecija, Pampanga, Tarlac and Zambales including its buildings, facilities and grounds in support of the day-to-day operations of the DSWD.

It is axiomatic that hiring the services of a janitorial services company over inhouse maintenance staff creates value on top of its cost benefit. The best benefit it offers is pacific relief from time consuming supervisory duties and employer contractual responsibilities allowing the agency to concentrate more on productive activities that are directly related to its objectives and core purposes.

II. Objectives

1. To provide good housekeeping services in DSWD Field Office III including DSWD Provincial Extension Offices and its facilities to be compliant with the 7S of Good Housekeeping (basic janitorial services); and
2. To provide other services when necessary, such as:
 - a. Sanitation and Disinfection;
 - b. Ground Upkeep a Tending of Plants;
 - c. Transfer, Movement and Rearrangement of Furniture and Equipment
 - d. Basic Maintenance and Repair Reporting;
 - e. Photocopying Services; and
 - f. Other Miscellaneous Tasks.

III. Competence 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 and the additional technical parameters required as per Appendix 23 of RA 9184 Guidelines on Procurement of Security and Janitorial Services;
2. The Service Provider shall on its own exclusive account, employ and detail at the premise twenty-six (26) janitorial personnel including one (1) working supervisor.
3. The Service Provider shall provide qualified and competent manpower and labor in this manner:

Area of Assignment	Supervisor	Total No. of Janitors/Janitress	Schedule of Duty	
Field Office III	1	7	8:00am to 5:00pm	Monday to Saturday
		6	7:00am to 4:00pm	Monday to Saturday
DPEO -Aurora		1	8:00am to 5:00pm	Monday to Friday
DPEO -Bataan		1	8:00am to 5:00pm	Monday to Friday
DPEO -Bulacan		3	8:00am to 5:00pm	Monday to Friday
DPEO –Nueva Ecija		2	8:00am to 5:00pm	Monday to Friday
DPEO - Pampanga		2	8:00am to 5:00pm	Monday to Friday
DPEO -Tarlac		2	8:00am to 5:00pm	Monday to Friday
DPEO - Zambales		1	8:00am to 5:00pm	Monday to Friday
Inspector		1	8:00am to 5:00pm	Weekly
TOTAL		26 Personnel (Exclusive of Inspector)		

IV. Scope of Works

A. 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 Main Building (2-storey);
2. DSWD Field Office III Annex Building (3-storey with roof deck);
3. DSWD Field Office III Rear Offices Building (2-storey);

4. DSWD Field Office III Administrative Building (2-storey) 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	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; 4.1.b Maintaining of cleanliness of public handwashing area; 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; 4.1.d Maintaining of cleanliness of corridors, sidewalks, yards, parking spaces and areas surrounding the building; 4.1.e Upkeeping of toilets and comfort room in suitable condition with consumable supplies;	DAILY (Monday to Friday, during and after office hours for at least three times a day schedule for 7am to 4pm: morning (7am), afternoon (1pm) and before out (3pm) and for 8am to 5pm: morning (8am), afternoon (1pm) and before out (4pm))
4.2 Sanitation and Disinfection	4.2.a Regular conduct of sanitation and disinfection of: <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; 	DAILY (Monday to Friday,

	<ul style="list-style-type: none"> 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. 	during and after office hours)
	4.2.b Conduct of intensive sanitation and heavy disinfection of all facilities; frequently touched objects and surfaces of the office premises; 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; 4.2.d Spraying of insecticide using high quality and environment-friendly products.	Weekly (Every Saturday)
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 10:00AM, 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 the same; 4.6.b Proper disposing of accumulated wastes; receptacles and emptying of trash bins in all offices, common areas and grounds; 4.6.c Thorough bleaching, scrubbing and brushing of toilet sinks, tiles, floors and bowls; 4.6.d Cleaning and washing of all inside office interior and exterior glass doors, windows, walls and washing of venetian/vertical blinds; 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.	Weekly (Every Saturday)
	4.6.f Intense cleaning of the following: <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; 4.6.g Facilitating fogging/misting services using high-grade but environment-friendly chemical.	Bi-Monthly (1 st and 3 rd week)

NATURE OF SERVICE	STANDARD PROCEDURE	FREQUENCY
4.7 Basic	4.7.a Perform simple maintenance such as	

Maintenance and Repair Reporting	change of lighting; painting; minor electrical; simple leaks and plumbing issues, metal works, carpentry, masonry and the like; 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. 4.7.c. Respond abruptly to any untoward incidents that would result to office hazards such as unattended spills; wet floors and the like.	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. 4.8.d Provide Janitorial Services to identified areas outside DSWD premises during extraordinary occasions or special/rare circumstances in the performance of its statutory mandates to deliver social protection programs and services.	As the need arises.

C. Provision of Supplies

1. Required Equipment, Tools, Supplies and Materials

The Service Provider, on its own account shall provide bag supplies 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.

Garbage – XXL 18.5” x 18.5” x 40” must offers earth friendly with stronger hold (tough and durable), avoids spills and tears and great for heavy and wet garbage. Please see attached list of Supplies is marked as “Annex A”

D. Supplies Delivery

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 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 supplies 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 propriety and administrative rights over said supplies and materials.

Any late delivery of the Service Provider shall be 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.

V. Institutional Arrangement

The Service Provider shall be responsible to the Administrative Service Division Chief. All reports shall be submitted to Administrative Division thru the General Services Section who shall coordinate with the Service Provider in the supervision and monitoring of the implementation of janitorial services of the Service Provider.

VI. Other Terms and Conditions

1. 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;
2. 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-six (26) 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;

3. 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;
4. 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;
5. 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;
6. 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.
7. 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 of the Janitorial Supervisor and submit all report and concerns to 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 in compliance with the updated IATF standards in conformity with health protocol requirements to prevent the spread of COVID-19 and other variants within the DSWD Field Office III and DPEOs.
 - 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.

VII. Budgetary Requirement

The agency shall pay the Service Provider subject to applicable taxes, a fixed cost chargeable against Climate Change, EPAHP, ICTMS, KC-KKB, KC-NCDDP, PANTAWID, PSF Adoption, PSP AICS, SLP, SocTech, GASS, NHTS, RRPTP, SFP, SLP and SOCPEN. The contract shall be for eleven (11) months, covering the period of February 01, 2023 – December 31, 2023 but shall be obligated upon approval for GAA 2023 for Direct Release pursuant to the Guidelines on Early Procurement Activity (EPA). The agency shall pay the Service Provider the amount Five Million Four Hundred Ninety-Six Thousand Three Hundred Eighty Pesos and Sixty-Seven Centavos (₱ 5,496,380.67). These amounts are for the services of twenty-six (26) janitorial personnel including their security equipment.

- 1. Time In/ Time Out
- 2. Re-assignment from one office to another

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. 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.

If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security guards, the resulting cost of the said increase or decrease, provided that the ABC for the relevant year is not exceeded as provided by laws. Furthermore, for additional manpower requirements, the price adjustment shall be based on the cost per janitorial personnel as indicated in the original contract.

VIII. General Policies

1. The Service Provider shall submit to DSWD Field Office the billing due for the preceding month every 2nd week of the month supported by corresponding time sheet duly approved by General Services Section Chief prior to such billings. Attached to such billing are the following:
 - a. Monthly Invoices;
 - b. Duly Certified Copy of the Immediately Preceding Payroll; and
 - c. Proof of Remittances that are scheduled on a quarterly basis as well as its alpha list.
2. If the billing is in order, DSWD Field Office III agrees to pay the Service Provider as soon as possible from receipt of such billings and shall pay within a period of thirty (30) days upon receipt of supporting time sheets previously approved by the approved by the DSWD – Field Office III (General Services Section) staff;
3. Payment of salaries shall be made every 10th and 25th of the month. There shall be one billing only for each additional service such as overtime and additional janitorial personnel per month for efficient monitoring. All employees must be provided with pay slip as proof of payment with complete information including the name and address of the Service Provider and DSWD Field Office III as its client office duly signed by the authorized personnel of the Service Provider and its employees.
4. The agency reserves its right to blacklist the Service Provider in case of termination. Delayed payment of salaries of janitorial personnel and failure of the Service Provider to submit such daily certified copy of payroll, proof of remittance including alpha list, shall be enough basis for DSWD Field Office III not to process the billings and shall be grounds for early termination of the contract and subsequently, Blacklisting;
5. The Contract shall be for a period of eleven (11) months effective February 01, 2023 to December 31, 2023 unless, otherwise, sooner terminated by DSWD Field Office III upon written notice to the Service Provider one (1) month prior to the intended date of termination of the contract.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) 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

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

Class “B” Documents

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- ☐ (i) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

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

Section IX. Bidding Forms

APPENDIX “1”

Procurement of Janitorial Services for Field Office III for CY 2023
(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 Amount and
Purpose of agent Currency 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 Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the

project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this____day of____, 20__at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

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

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

I/We, the undersigned, declare that:

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

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

—
[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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)
Procurement of Janitorial Services for Field Office III for CY 2023
(EARLY PROCUREMENT ACTIVITY – EPA)
ITB NO. GOP/DSWD3-2022-11-001

Approved Budget for the Contract (ABC): PhP5,496,380.67

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

**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 original copies of such relevant documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post- Qualification.*

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 Ten (10) 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 submitted at Post Qualification to support this statement:

(a) **Official Receipt(s) or Sales Invoice**

AND

(b) **User's Certificate of Acceptance/Completion**

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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

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.

