

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement for CY 2023 Janitorial & Security Services for DSWD FOIX, Zamboanga City (EARLY PROCUREMENT ACTIVITIES)

Government of the Republic of the Philippines

Sixth Edition

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Preface

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

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

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

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

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

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

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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 projects or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Invitation to Bid for the Procurement of CY 2023 Janitorial & Security Services for DSWD FO IX, Zamboanga City (Early Procurement Activities)

1. The **Department of Social Welfare and Development (DSWD) Field Office IX**, through the NGA, the **General Appropriations Act 2023** intends to apply the sum of **Thirty One Million Two Hundred Forty Six Thousand Eight Hundred Pesos Only (Php ₱31,246,800.00)** being the ABC to payments under the contract for the **Procurement of CY 2023 Janitorial & Security Services for DSWD FO IX, Zamboanga City (Early Procurement Activities)**. 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 IX** now invites bids for the above Procurement Project. Delivery of the Goods is required by (*please see Schedule of Deliveries in Section VI. Schedule of Requirements*). Bidders should have completed, within **two (2) calendar years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **Department of Social Welfare and Development (DSWD) Field Office IX** and inspect the Bidding Documents at the address given below during **office hours (8:00 AM to 5:00 PM, Mondays to Fridays)**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 24, 2022** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Five Thousand Pesos (Php 25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

6. The Department of Social Welfare and Development (DSWD) Field Office IX will hold a Pre-Bid Conference¹ on **1:30PM, December 02, 2022 at DSWD Field Office IX, Zamboanga City** and/or through video conferencing or webcasting via **Google Meet** meet.google.com/yfj-utxw-szn which shall be opened to prospective bidders. All interested parties are required to send their email address to bac.dswdfo9@gmail.com for the provision of the meeting link.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, **on or before 1:00 PM, December 14, 2022**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be **on 1:30 PM, December 14, 2022** at the given address below and/or via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *[Insert such other necessary information deemed relevant by the Procuring Entity such as the use of a back-up data or cloud storage for large files uploaded for online bid submissions]*
11. The **Department of Social Welfare and Development (DSWD) Field Office IX** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

MA. CORAZON G. SUMICAD
Chairperson Bids and Awards Committee
Department of Social Welfare and Development (DSWD) Field Office IX
General Vicente Alvarez St., Zamboanga City
bac.dswdfo9@gmail.com
Tel. No. (062) 991-6030
<https://fo9.dswd.gov.ph/>

13. You may visit the following websites:
For downloading of Bidding Documents:
<https://fo9.dswd.gov.ph/procurement-advisory/procurement/purchase-request-posting/>

MA. CORAZON G. SUMICAD
Chairperson, Bids and Awards Committee

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

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development (DSWD) Field Office IX** wishes to receive Bids for the **Procurement of CY 2023 Janitorial & Security Services for DSWD FOIX, Zamboanga City (Early Procurement Activities) (EPAITB-2023-01-028)**.

The Procurement Project (referred to herein as “Project”) is composed of **One (1) lot two (2) item(s)**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2023** in the amount of **Thirty One Million Two Hundred Forty Six Thousand Eight Hundred Pesos Only (Php ₱31,246,800.00)**

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2.
- a. 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 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. **Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least Twenty Five percent (25%) of the ABC for this Project; and**
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

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

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised

IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through **Google Meet** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **two (2) calendar years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid **for One Hundred Twenty (120) calendar days from opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit 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 or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause																
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Janitorial and Security Services</p> <p style="margin-left: 40px;">b. completed within two (2) calendar years prior to the deadline for the submission and receipt of bids.</p>															
7.1	Not applicable.															
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.															
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than Php 624,936.00 <i>[Indicate the amount equivalent to 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</p> <p style="margin-left: 40px;">b. The amount of not less than Php 1,562,340.00 <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>															
19.3	<table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">LOT 1</th> <th style="text-align: center;">Qty</th> <th style="text-align: center;">Unit</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Janitorial Services</td> <td style="text-align: center;">55</td> <td>Utilities</td> <td style="text-align: center;">Php 31,246,800.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Security Services</td> <td style="text-align: center;">94</td> <td>Security Guards</td> <td></td> </tr> </tbody> </table> <p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p>	No.	LOT 1	Qty	Unit	ABC	1	Janitorial Services	55	Utilities	Php 31,246,800.00	2	Security Services	94	Security Guards	
No.	LOT 1	Qty	Unit	ABC												
1	Janitorial Services	55	Utilities	Php 31,246,800.00												
2	Security Services	94	Security Guards													
20.2	Not applicable.															
21.2	Not applicable.															

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;

	<ul style="list-style-type: none"> c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed.]</i> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

	<p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

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

Section VI. Schedule of Requirements

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

Ite m Nu mbe r	Description	Quantit y	Unit	Total	Date of Delivery
	LOT 1			₱ 31,246.800.00	
1	Janitorial Services	55	Utilities	10,634,064.00	January to December 31, 2022
2	Security Services	94	Security Guards	20,612,736.00	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

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

			<p><i>found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>				
	<p>Engagement of janitorial services by FIFTY-FIVE (55) utility workers, who shall be assigned to the different offices & centers of the DSWD Field Office IX in the Zamboanga Peninsula. Janitorial services are needed for the cleanliness and orderliness of properties and to secure the rights and interests of offices, buildings, furniture, equipment, and other facilities found and located inside and outside the building and its surrounding premises.</p> <table border="1" data-bbox="272 1711 900 1951"> <thead> <tr> <th data-bbox="272 1711 703 1832">Office/station</th> <th data-bbox="703 1711 900 1832"># of Janitors</th> </tr> </thead> <tbody> <tr> <td data-bbox="272 1832 703 1951">Field Office IX</td> <td data-bbox="703 1832 900 1951">10</td> </tr> </tbody> </table>	Office/station	# of Janitors	Field Office IX	10		
Office/station	# of Janitors						
Field Office IX	10						

	RYH/CIU/Rented Space	5			
	SWAD Ipil Office	2			
	SWAD Liloy Office	1			
	SWAD Dipolog City Office	1			
	SWAD Pagadian City Office	3			
	SWAD Isabela City Office	1			
	Isolation/Dormitory @ DSWD IX Compound	2			
	PCDP	6			
	RSCC	4			
	HFW	4			
	AVRC	5			
	HFE	4			
	BDSK	3			
	RRCY	4			
	Grand total:	55			

<p>I. The Financial Proposal</p>	<p>shall contain a breakdown of all costs, including the cost of supplies and equipment, necessary for the execution of the contract</p>			
<p>II. Stability</p>				
<p>a. Years of Experience</p>	<p>At least 5 years engaged in the business in Zamboanga City</p>			
<p>b. Liquidity of the Service Provider</p>	<p>Proof of available cash to pay services rendered for at least 2 months</p>			
<p>c. Organizational set-up</p>	<p>Copy of Organizational Chart indicating names and positions</p>			
<p>III. Housekeeping Plan</p>	<p>Certified 1-year-round housekeeping plan by the bidder</p>			
<p>IV. Other Factors</p>				
<p>a. Recruitment and Selection Criteria</p>	<p>i) Filipino citizen; ii) Male or female; iii) Not less than 18 years old and not more than 45 years of age; iv) At least high school graduate; v) Physically and mentally fit, vaccinated (basic and booster), Police, and Barangay;</p>			

a. Completeness of Uniforms and other paraphernalia	Daily agency uniforms and IDs with photos

Number of Janitors: **55**

CURRENT DAILY MINIMUM WAGE RATES

REGION IX (Zamboanga Peninsula) a/

Per Wage Order No. RBIX-21 b/

(Effective: 25 June 2022)

1. Certificate of Engagement in the business for at least five (5) years;
2. Certificate of Registration issued by the Department of Labor and Employment (DOLE) in accordance with Department Order No. 174
3. Manpower Requirements:
 - not less than years of age, except those incumbents recommended for intention by heads of offices of assignment;
4. Provisions of the following janitorial supplies:

description	qty	unit	unit cost	total cost
Supplies on a Monthly Basis (FO & CIU/RYPH ONLY)				
Air Freshener 280ml	20	cans	210.00	4,200.00
Fabric conditioner, 500 ml	20	bottles	315.00	6,300.00
Soap Powder, 1 kl	50	packs	105.00	5,250.00
Buble Deodorizer, Automatic for CR liquid cleaning for bathroom	20	pcs	367.50	7,350.00

	80g				
	3.785 Ltr, Disinfectant Concentrate Fresh Scent	3	bottles	2,100.00	6,300.00
	Deodorant Cake (deodorizer, moth proofer) 99% par dichlorobenzene, 50 rms, Multi-scent brand	30	pcs	52.50	1,575.00
	Glass Cleaner	3	gals	1,260.00	3,780.00
	70% Antiseptic Disinfectant Alcohol	25	gals	472.50	11,812.50
	Anti-Bacterial Hand Sanitizer, 500 ML	10	gals	577.50	5,775.00
	Jumbo Roll Tissue 2 ply 200 meters	100	rolls	94.50	9,450.00
	Trash Bag black (XL/XXL) plastic	750	pcs	9.45	7,087.50
	Cotton Cloth Rags	12	pcs	25.20	302.40
	Cleaning Towel 30cm x	2	packs	327.60	655.20

30cm (5pcs/pack)				
Furniture Polish 180m lemon scent	12	cans	336.00	4,032.00
sub-total:				73,869.60
			sub-total :	147,739.20
ANNUAL COST	12			886,435.20
Supplies on a Quarterly Basis (FO & CIU/RYP only)				
Soft Broom	12	pcs	157.50	1,890.00
Magic Spin Mop w/ 2 heads 360 deg rotating easy floor mat	18	units	840.00	15,120.00
Absorbent Squeeze Foam Mop	12	pcs	226.80	2,721.60
Plastic Metal Holder Toilet Brush with holder	6	pcs	105.00	630.00
Wide long handle bathroom brush tiles floor Cleaning	12	pcs	735.00	8,820.00

Brush-Nylon				
Latex Rubber Gloves thick/large/pair	24	pcs	94.50	2,268.00
Disposable Face Mask 50 pcs	12	boxes	75.00	900.00
sub-total:				32,349.60
			sub-total :	64,699.20
ANNUAL COST	4			129,398.40
Additional Cleaning Equipment Annual Basis (FO & CIU/RYPH ONLY)				
Outdoor Garbage Cart with 4 wheels, 660 L	2	units	27,500.00	55,000.00
70 L wheeled Trash Bin with pedal	6	units	3,000.00	18,000.00
Silver Stainless Pedal Trash Bin 8 liters	15	units	1,250.00	18,750.00
Water hose with Sprinter head, 50 meters	1	unit	1,072.40	1,072.40
Steel	2	units		

	Platform Push Cart 300kg			5,000.00	10,000.00		
	Caution Sign with caution tape 3" x 300m	4	units	336.00	1,344.00		
	sub-total:				104,166.40		
	ANNUAL COST	1			104,166.40		
	TOTAL:				1,120,000.00		
2	SECURITY SERVICES						
	I. Description		The engagement shall be for the provision of security services by NINETY-FOUR (94) Security Guards (SGs) , who shall be assigned in the different offices/centers DSWD Field Office IX-ZAMBOANGA PENINSULA . The security services are needed for the protection of DSWD properties from theft, robbery, arson, destruction, or damage as well as protecting its officials, employees, visitors, guests, and the transacting public from assault, harassment, threat, or intimidation through enforcement and implementation of plans, policies, rules and regulations relative to security and safety				
	I. The Financial Proposal		shall contain a breakdown of all costs, including cost of supplies and equipment,				

		necessary for the execution of the contract			
	I. Stability				
	a. Years of Experience	At least 5 years engaged in the business in Zamboanga City			
	a. Liquidity of the Service Provider	Proof of available cash to pay services rendered for at least 2 months			
	a. Organizational set-up	Copy of Organizational Chart indicating names and positions			
	I. Resources				
	a. Number of Licensed Firearms	List of licensed firearms: 31 units of 9mm Pistol 4 Shotguns			
	a. Number and kind of communication devices	Certified list of 31 Communication Equipment - 4 Radios sets - 27 Walkie Talkie sets			
	a. Number of Licensed Security Guards	Certified list of Names of the NINETY-FOUR (94) Security Guards (<i>see annex 1</i>)			
	I. Security Plan	Certified 1-year-round plan by the bidder			
	I. Other Factors				

<p>a. Recruitment and Selection Criteria</p>	<p>i) Filipino citizen; ii) Male or female; iii) Not less than 18 years old; iv) At least high school graduate; v) Physically and mentally fit, vaccinated (basic and booster), Police, and Barangay clearances;</p>			
<p>a. Completeness of Uniforms and other paraphernalia</p>	<p>Uniforms and IDs with photos and following paraphernalia;</p> <ol style="list-style-type: none"> 1. Flashlight 2. NightStick 3. Handcuffs 4. Police Whistles 5. Medical Kit 			
<p>Number of Security Guards: 94 CURRENT DAILY MINIMUM WAGE RATES REGION IX (Zamboanga Peninsula) a/ Per Wage Order No. RBIX-21 b/ (Effective: 25 June 2022)</p> <ol style="list-style-type: none"> 1. Certificate of Engagement in the business for at least five (5) years; 2. Certificate of Registration issued by the Department of Labor and Employment (DOLE) in accordance with Department Order No. 174 3. Manpower Requirements: <ul style="list-style-type: none"> • not less than years of age, except those incumbents recommended for intention by heads of offices of assignment; 				

ANNEX 1 (Security Guards Deployment Plan)

Station	Require	Duration	Fire Arms	Hand-Held-Radio	W/OUT NSP	W/ NSP
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	d Sec urit y Gua rds	n (mo nth s)									
							#s	duty period	#s	duty period	
Field Office IX	7	12	3	9mm Pistol	2+4	unit	5	3 - 7am to 3pm 2- 3pm to 11pm	2	2- 11pm to 7am	
Regional Storage Building	3	12	1	shot gun	1	unit	2	1- 7am to 3pm 1- 3pm to 11pm	1	1- 11pm to 7am	
RYH/CIU	6	12	2	9mm Pistol	2	unit	4	2 - 7am to 3pm 2- 3pm to 11pm	2	2- 11pm to 7am	
ROJO Warehouse	3	12	1	9mm Pistol	1	unit	2	1 - 7am to 3pm 1- 3pm to 11pm	1	1- 11pm to 7am	
SWAD Ipil Office	4	12	2	9mm Pistol			2	1 - 7am to 3pm 1- 3pm to 11pm	2	1- 11pm to 7am 1- 8pm to 4am	
SWAD Liloy Office	3	12	1	9mm Pistol			2	1 - 7am to 3pm 1- 3pm to 11pm	1	1- 11pm to 7am	
SWAD Dipolog City Office	3	12	1	9mm Pistol			2	1 - 7am to 3pm 1- 3pm to 11pm	1	1- 11pm to 7am	
SWAD Pagadian City Office	8	12	3	9mm Pistol			6	3 - 7am to 3pm 3- 3pm to 11pm	2	2- 11pm to 7am	
SWAD Isabela City Office	3	12	1	9mm Pistol	1	unit	2	1 - 7am to 3pm 1- 3pm to 11pm	1	1- 11pm to 7am	
PCDP to include Isolation/Dormi tory facility (add'l 2 SG)	11	12	3	9mm Pistol	3	unit	7	2 - 7am to 3pm 3- 3pm to 11pm	4	3- 11pm to 7am	

			2	shot guns	1+1			main gate: 1 - 7am to 3pm 1- 3pm to 11pm		main gate: 1- 11pm to 7am
RSCC @ avrc compound	7	12	2	9mm Pistol	2	unit	5	2 - 7am to 3pm 1 - 8am to 4pm 2- 3pm to 11pm	2	2- 11pm to 7am
HFW @ avrc compound	9	12	3	9mm Pistol	3	unit	7	3 - 7am to 3pm 1 - 8am to 4pm 3- 3pm to 11pm	2	2- 11pm to 7am
AVRC	9	12	1	9mm Pistol	1	unit	6	3 - 7am to 3pm 3- 3pm to 11pm	3	3- 11pm to 7am
			2	shot guns	2					
HFE	4	12	1	9mm Pistol	1	unit	3	1 - 7am to 3pm 1 - 8am to 4pm 1- 3pm to 11pm	1	1- 11pm to 7am
BDSK	4	12	2	9mm Pistol	2	unit	2	1 - 6am to 2pm 1- 2pm to 10pm	2	2- 10pm to 6am
RRCY (to include the new isolation facility)	9	12	4	9mm Pistol	4	unit	5	2 - 6am to 2pm 3- 2pm to 10pm	4	4- 10pm to 6am
Warehouse (Mibang-Dipolog City Area)	1	12	1	9mm Pistol		unit			1	1- 10pm to 6am
Grand total:	94		3	9mm Pistol	31	hand-held radios/ Walkie talkie	62		32	
			1	shot guns						

PROVISION OF JANITORIAL SERVICES

CY 2023

TERMS of REFERENCE

I – Rationale

The DSWD wishes to hire the services of a Janitorial agency to maintain the cleanliness and orderliness of properties in the DSWD FO IX.

II-SCOPE AND COVERAGE

The engagement shall be for the provision of janitorial services by **FIFTY-FIVE (55)** utility workers, who shall be assigned to the different offices & centers of the DSWD Field Office IX in the Zamboanga Peninsula. Janitorial services are needed for the cleanliness and orderliness of properties and to secure the rights and interests, of offices, buildings, furniture, equipment, and other facilities found and located inside and outside the building and its surrounding premises.

III-DURATION OF AGREEMENT

The Service Agreement shall be for a period of **TWELVE(12) months**, which would commence on the midnight of **January 01, 2023**, up to midnight of **December 31, 2023**.

IV-APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is **TEN MILLION SIX HUNDRED THIRTY-FOUR THOUSAND AND SIXTY-FOUR PESOS ONLY (Php 10,634,064.00)**, inclusive of all applicable government taxes.

V-QUALIFICATION REQUIREMENTS OF THE SERVICE PROVIDED

The Service Provider should have the necessary experience and expertise in providing janitorial services. For this purpose, the Service Provider must submit, as part of the eligibility requirements the following:

- A. Certificate of Engagement in the business for at least (5) years; and

- B. Certificate of Registration issued by the Department of Labor and Employment (DOLE), in accordance with Department Order No. 18-A series of 2011.

VI-DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

The Contracted Janitorial services shall discharge their duties and responsibilities as prescribed under pertinent rules and regulations.

The Service Provider shall:

1. Agree to provide janitorial services to maintain the cleanliness and orderliness of properties, offices, buildings, furniture, equipment, and other facilities found and located inside and outside the building and its surrounding premises;
2. Provide for **FIFTY-FIVE (55)** Janitors whose assignments and tour of duties shall be at the discretion of the DSWD;
3. Upon prior notice by DSWD shall agree to remove, replace or substitute any or all janitors whose performances are found to be unsatisfactory or in cases such as unauthorized absences of janitors, failure to report for duty, uncalled-for behavior and negligence that would unnecessarily place the personnel;
4. Be solely liable and answerable for any claims, if any, by the janitor in relation with the implementing provisions of Labor Code, other laws as well as other rules and regulations being enforced by the government in the connection with the employer-employee relationship;
5. Bear all or whatever benefits that said janitors, or heirs may claim, relative to the preceding paragraph in relation to their employment thereat, including death benefits;
6. Be exclusively responsible for the faithful compliance and observation of Labor laws and other pertinent rules and regulations on government employer-employee relationship;
7. Shall comply with the law on remittances of Social Security System (SSS), HDMF and Phil-health premiums of the deployed janitors;
8. Shall be held liable and shall exempt the first party from any liability arising from non-compliance with laws, rules, and regulations as mentioned in the preceding paragraph and/ or whatever claims/ cases either administrative, civil, or criminal arising from non-compliance of this contract by the Service Provider;
 - a. Shall be liable for losses or damages that may be suffered by the DSWD as a result of or omission, malfeasance, misfeasance, nonfeasance, fault or negligence of the janitor of the Service Provider, except for the following circumstances; In the case where the loss or damage has occurred inside the closed office, building or compartment where the janitors of the Service Provider have no access. In such instances, the Service Provider is not liable, unless the building/compartment forcibly opened was not prevented by

reasons of the act or omission, fault or negligence of the janitor on duty at the designed areas;

9. Ensure that the janitors assigned to DSWD must be free from any derogatory/criminal records from any of the law enforcement agencies of the government or any of its instrumentality;
10. Be responsible for compliance by the janitors with the **prescribed agency uniform** during their tour of duties;
11. Provide its janitors during the tour of duty with **agency ID**, as prescribed in the instructions to bidders;
12. In case of absence of the janitor, a corresponding deduction for non-performance of service shall be made by DSWD from the total payment due to the Service Provider, unless a substitute janitor is dispatched in the place of the incumbent janitor;
13. Deploy personnel who are not more than 45 years of age, except those incumbents recommended for intention by heads of offices of assignment. The Service Provider shall also submit the following documentary requirements prior to posting of janitors:
 1. NBI Clearance;
 2. PNP Clearance;
 3. Barangay Clearance;
 4. Drug Test; and
 5. Personal Data Sheet
14. Pay, on its own account, the salaries/wages/other monetary benefits mandated by the law of all its personnel assigned to DSWD Field Office IX;
15. Secure all necessary government permits and licenses for the performance of its services;
16. Ensure timely payment of salaries to its utility personnel and assume the payment for the first two-month salaries of its janitorial personnel;
17. Comply with existing applicable labor laws and standards, rules and regulations, and warrant of payment of salaries and allowance to its janitorial personnel within legal rates;
18. Assume full responsibility for any and all claims of its janitorial personnel relative to their employment with the Service Provider and that, in case of an accident, injury, or illness incurred in the line of duty, DSWD Field Office IX should not in any way be made liable by the services provider.
19. Ensure No Straight or 24-Hours Tour of Duty in the deployment of utility(s) at all DSWD FO offices;
20. Ensure that each personnel shall have an 8 Hour duty at most unless otherwise requested by the second party to render overtime.
21. **Pay overtime** to utility personnel who rendered the services when notified by the second party through a request made in accordance with labor laws and policy guidelines.

22. Provide for the **increase or decrease of the number of utilities** as required by DSWD Field Office IX from time to time as the need arises. Likewise, the **SERVICE PROVIDER** shall change or relieve utility assigned to any of DSWD Field Office IX offices within twenty-four (24) hours from receipt of the notification for non-compliance with this agreement;
 1. Mean to provide utility workers the necessary equipment in support to the required quality services mentioned such as personal protective equipment, electric floor polisher, grass cutter, ornamental plants and detergents/fresheners;
 1. Comply with all policies, rules and regulations that may be issued during service contract implementation, if any; and,

VII-DUTIES AND RESPONSIBILITIES OF DSWD

The DSWD Shall:

- A. Through the Administrative Division or General Services Section (GSS) administrative staff, monitor the implementation of the janitorial services in accordance with the specification and conditions of the contract;
- B. Through the Administrative Division or GSS, recommend appropriate measures and improvements in the provision of Janitorial Services by the SERVICE PROVIDER based on the feedback received; and
- C. Through the Administrative Division or GSS, recommend to the management for the increase or decrease of the number of utilities from time to time as the need arises. The DSWD shall likewise arrange for the change or relief of utility personnel assigned to DSWD with due notice to the CONTRACTOR, which the latter agrees to effect within twenty-four (24) hours from receipt of notification.
- D. Through the offices where the utility worker/s are deployed, shall be responsible for the preparation of Daily Time Record of individual utility personnel for the processing of payroll with their agency;
- E. Through the offices where the utility worker/s are deployed, shall prepare certification attesting to the services being rendered by individual utility worker during a given period.

VIII-PAYMENT SCHEME

Payment by DSWD to the Service Provider shall be on a monthly basis upon submission of billing statement and notarized affidavit that the Service Provider has complied with the provision of the labor laws such as those related to compensation, and contribution to Social Security System, PhilHealth, HDMF.

Overtime payment by DSWD to the Service Provider shall be made by request and upon the availability of funds.

IX-LIQUIDATED DAMAGE

Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to **1/10 of 1%** of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damage reaches **10%** of the amount of the contract, DSWD reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

X-DISPUTE RESOLUTION

- A. In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of the proceedings shall be in Zamboanga City.
- B. In case of a court suit, the venue shall be in courts of competent jurisdiction in Zamboanga City, to the exclusion of all other courts; and

Any amendments or additional terms and conditions to the contract must be in writing, signed and acknowledged by the Parties

XII-DEPLOYMENT OF UTILITY WORKERS

The contracted Janitorial Services are deployed in the following posts:

Station	Required Utility Personnel
Field Office IX	10
RYH/CIU/Rented Space	5
SWAD Ipil Office	2
SWAD Liloy Office	1
SWAD Dipolog City Office	1

SWAD Pagadian City Office	3
SWAD Isabela City Office	1
Isolation/Dormitory @ DSWD IX Compound	2
PCDP	6
RSCC	4
HFW	4
AVRC	5
HFE	4
BDSK	3
RRCY	4
GRAND TOTAL:	55

XIII- ADMINISTRATIVE SANCTION AND PENALTIES

1. That DSWD shall have the right to terminate this contract with the Service Provider for the reason of poor performance or violation of the provision stipulated in this contract upon advance written notice to the Second at least thirty (30) days prior to the contemplated termination date;
2. The DSWD reserves the right to suspend or replace janitors found smoking, or drinking during their tour of duties within the premises of DSWD;
3. The DSWD reserves the right to require drug testing from the service provider for any or all janitors even without prior notice at no cost to DSWD at any during

contract implementation and the service provider shall provide a copy of the drug test result to DSWD;

The DSWD reserve the right to reassign the janitor of the Service Provider to any center/institute even without prior consultation from the Service Provider; and

- 5 In case of breach of contract, DSWD has the right to rescind, terminate or abrogate its contract with the janitorial services in any of the following instances:
 - A. Falsification of a license, reports, and other documents submitted;
 - B. Engagement/ involvement in activities dangerous to public safety and welfare or inimical to national security:

In case of suspension of utility personnel due to incompetence, the agency shall provide a replacement utility in order not to prejudice the interests of its client.

The following constitutional acts of incompetence such as, but not limited to:

- A. Those related to compliance in the wearing of uniforms;
- B. Late or failure to maintain and/or submit records/reports;
- C. All acts prejudicial to good conduct and behavior and others similar to the foregoing pursuant to existing laws, rules and regulations;
- D. Use of inappropriate uniform;
- E. Use of profane words/ language;
- F. Discourtesy and conduct unbecoming a utility worker resulting in conflict with government employees/ agency or guest in the agency assigned;
- G. Drinking alcoholic beverages or smoking, and/ or taking prohibited drugs while on duty; and
- H. Failure to comply with any of the office directives as may be prescribed during contract implementation

PROVISION OF SECURITY SERVICES

CY 2023

TERMS of REFERENCE

I – Rationale

The DSWD wishes to hire the services of a security agency to guard/protect its employees and clients, physical area, materials/equipment and financial assets.

II-SCOPE AND COVERAGE

The engagement shall be for the provision of security services by **NINETY-FOUR (94) Security Guards (SGs)**, who shall be assigned in the different offices/centers **DSWD Field Office IX-ZAMBOANGA PENINSULA**. The security services are needed for the protection of DSWD properties from theft, robbery, arson, destruction or damage as well as protecting its officials, employees, visitors, guests and the transacting public from assault, harassment, threat or intimidation through enforcement and implementation of plans, policies, rules and regulations relative to security and safety.

III-DURATION OF AGREEMENT

The service Agreement shall be for a period of **TWELVE (12) months**, which would commence on the midnight of **January 1, 2023** to midnight of **December 31, 2023**.

IV-APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is **TWENTY MILLION SIX HUNDRED TWELVE THOUSAND SEVEN HUNDRED THIRTY-SIX PESOS ONLY**(PHP 20,612,736.00) inclusive of all applicable government taxes.

V-QUALIFICATION REQUIREMENT OF THE SERVICE PROVIDED

The Service Provider should have the necessary experience and expertise in providing security services. For this purpose, the Service Provider must submit, as part of the eligibility requirements the following:

- A. Certificate of engagement in the business for at least (5) years; and
- B. Certificate of Registration issued by the Department of Labor and Employment (DOLE), in accordance with Department Order No. 18-A series of 2011

VI-DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

The Contracted security services shall discharge their duties and responsibilities as prescribed under pertinent rules and regulations.

The Service Provider Shall:

- A. Provide DSWD FO IX with the required number of security guards who are qualified and trained to maintain security and safeguard the buildings, offices and properties within the premises of the DSWD FO IX, Centers, SWADT Offices, Center, Institution and other facilities as well as provide protection for its employees, visitors, guests and transacting public;

- B. Deploy personnel who are not more than 45 years of age, except those incumbents, recommended for intention by heads of offices of assignment, with at least two (2) years of experience as a duly licensed security guard (PNP Civil Security Group Supervisory Office for Security and Investigation Agencies (SOSIA)), and must have completed at least two-year college or vocational course. The Service Provider shall also submit the following documentary requirements prior to the posting of security guards:
1. NBI Clearance;
 2. PNP Clearance;
 3. Barangay Clearance;
 4. Drug Test; and
 5. Personal Data Sheet
- C. Strictly require from deployed security personnel to wear **appropriate uniforms**, including acceptable footwear and first aid kits and ensure that said personnel are well groomed and in proper/neat attire at all times;
- D. Pay, on its own account, the salaries/wages/other monetary benefits mandated by law of all its personnel assigned to DSWD Field Office IX;
- E. Provide, at its own expense, all necessary supplies, and equipment for the performance of its security works;
- F. Submit individual security plan for the purpose of maintaining law and order at the DSWD FO IX, SWADT Offices, Centers, institutions and other facilities;
- G. Secure all necessary government permits and licenses for the performance of its services;
- H. Be civilly liable, after due process, for any loss or damage to property committed through theft or other surreptitious means or as a result of fault or negligence of the security personnel, which loss or damage is suffered by DSWD FO IX, SWADT-Offices, Centers, Institution and other facilities, or any of its guest with in the client's premises during the tour of duty of the security personnel, if any. The loss or damage shall be reported to the service provider thru the General Services Section (GSS) within 72 hours from discovery thereof;
- I. Ensure timely payment of salaries to its security personnel and assume the payment for the first two months salaries of its security personnel;
- J. Comply with existing applicable labor laws and standards, rules and regulations and warrant of payment of salaries and allowance to its security personnel within legal rates;
- K. Assume full responsibility for any and all claims of its security personnel relative to their employment with the Service Provider and that, in case of accident, injury or illness incurred in the line of duty, DSWD Field Office IX should not in any way be made liable by the services provider.
- L. Be responsible in the filing of report to the police, appropriate authority or immediate supervisors for any incident involving police matters (e.g., theft, robbery);
- M. Ensure No Straight or 24-Hours Tour of Duty in the deployment of guard(s) at all DSWD FO offices;
- N. Ensure that each personnel shall have an 8 Hour duty at most;

- O. **Provide for the increase or decrease of the number of Security Guards** as required by DSWD Field Office IX from time to time as the need arises. Likewise, the **SERVICE PROVIDER** shall change or relieve Security Guards assigned to any of DSWD Field Office IX offices within twenty-four (24) hours from receipt of the notification for non-compliance with this agreement;
- P. Comply with all policies, rules and regulations that may be issued during service contract implementation, if any; and,
- Q. Turn over to DSWD FO-IX all logbooks upon termination of the contract.

VII-DUTIES AND RESPONSIBILITIES OF DSWD

The DSWD Shall:

- A. Through the Administrative Division or General Services Section (GSS) administrative staff may monitor the implementation of the security services in accordance with the specification and conditions of the contract;
- B. The Administrative Division or GSS shall recommend appropriate measures and improvements in the provision of Security Services by the SERVICE PROVIDER based on the feedback received; and
- C. The Administrative Division or GSS shall recommend to the management for the **increase or decrease of the number of security guards** from time to time as the need arises. The DSWD shall likewise arrange for the change or relief of security personnel assigned to DSWD with due notice to the CONTRACTOR, which the latter agrees to effect within twenty-four (24) hours from receipt of notification.
- D. Through the offices where the security guards are deployed, shall be responsible for the preparation of Daily Time Record of individual security guard for the processing of payroll with their agency;
- E. Through the offices shall prepare certification attesting to the services being rendered by individual security guard during a given period.

VIII-PAYMENT SCHEME

Payment by DSWD to the Service Provider shall be on a monthly basis upon submission of billing statement and notarized affidavit that the Service Provider has complied with the provision of the labor laws such as those related to compensation, and contribution to Social Security System, PhilHealth, HDMF.

IX-LIQUIDATED DAMAGE

Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to **1/10 of 1%** of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damage reaches **10%** of the amount of the contract, DSWD reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

X-DISPUTE RESOLUTION

- A. In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of the proceedings shall be in Zamboanga City.
- B. In case of a court suit, the venue shall be in courts of competent jurisdiction in Zamboanga City, to the exclusion of all other courts; and
- C. Any amendments or additional terms and conditions to the contract must be in writing, signed and acknowledged by the Parties.

XI-SECURITY PLAN

This plan provides measures to counteract any forms of security threat in any given situation. The following guidelines shall be observed by the security group servicing the entire DSWD FO IX offices.

A. EMERGENCY SITUATIONS:

This role shall come into play both for the prevention of accidents and in the emergency response. The special responsibilities that generally fall on the security and emergency situation are as follows:

1. Control of access. This will include maintaining records of all persons entering or leaving the DSWD premises during emergency situations;
2. Traffic Control. This includes providing for unimpeded access of outside emergency units, security, for example, will meet responding fire department or bomb squad units, provides information as to the location and type of emergency;
3. Protection of property. Physical security become even more essential when the facility is evacuated or the confusion accompanying a major disaster;
4. Prevention of theft, looting, sabotage and espionage;
5. Direction and control of personnel;
6. Direction and control of evacuation procedures;
7. Assistance in terms of first aid, rescue and other emergency needs;
8. Protection of vital information, documents, records, etc.;
9. Control of hazardous areas, classified areas, high value areas or property;
10. Establishing communication with outside agencies such as local law enforcement, fire department, hospital ambulance service and Red Cross;
11. Assisting injured employees;
12. Guiding employees and visitors to safe areas;
13. Crowd control;
14. Preventing panic
15. Firefighting; and,

Other special duties governed by the local circumstances

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 and **Updated** PhilGEPS Registration Certificate (Platinum Membership) (all pages);

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 with attached notarized legal capacity of representative or ownership in the form of SPA, Secretary's Certificate or Owner's Certificate; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

