



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FO 12
BIDS AND AWARDS COMMITTEE
PUROK BUMANAAG, BRGY. ZONE III, KORONADAL CITY, 9506

BIDDING DOCUMENTS

FOR THE

PROCUREMENT OF HIRING OF JANITORIAL
SERVICE PROVIDER FOR THE PERIOD OF
JANUARY TO DECEMBER 2022
(Early Procurement Activities)

Project Reference No.: DSWD12-AD-2022-002

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	9
1. Scope of Bid	10
2. Funding Information.....	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5. Eligible Bidders.....	10
6. Origin of Goods	11
7. Subcontracts	11
8. Pre-Bid Conference	11
9. Clarification and Amendment of Bidding Documents	11
10. Documents comprising the Bid: Eligibility and Technical Components	11
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	12
13. Bid and Payment Currencies	13
14. Bid Security	13
15. Sealing and Marking of Bids	13
16. Deadline for Submission of Bids	13
17. Opening and Preliminary Examination of Bids	13
18. Domestic Preference	14
19. Detailed Evaluation and Comparison of Bids	14
20. Post-Qualification	14
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	29
Section VIII. Checklist of Technical and Financial Documents	32

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID

FOR THE BIDDING OF

PROCUREMENT OF HIRING OF JANITORIAL SERVICE PROVIDER
FOR THE PERIOD OF JANUARY TO DECEMBER 2022
(Early Procurement Activities)

Project Reference No.: DSWD12-AD-2022-002

Funding Source: NEP 2022

1. The **Department of Social Welfare and Development Field Office XII**, through the *National Expenditure Program (NEP 2022)* intends to apply the sum of **Two Million Seven Hundred Thousand Pesos Only (Php2, 700,000.00)** being the ABC to payments under the contract for the **Procurement of Hiring of Janitorial Service Provider for the Period of January to December 2022**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Department of Social Welfare and Development Field Office XII** now invites bids for the above Procurement Project. Delivery of the Goods is required by **January 01, 2022 to December 31, 2022 or One (1) year Contract Duration**. Bidders should have completed, within **Two (2) years (from December 30, 2019 to December 29, 2021)** 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 *DSWD FO XII Bids and Awards Committee (BAC) Secretariat* and inspect the Bidding Documents at the address given below during **8:00 a.m. to 5:00 p.m., Mondays to Fridays except holidays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **December 9, 2021 to December 29, 2021, 9:00 a.m.** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents*,

pursuant to the latest Guidelines issued by the GPPB, in the amount of; Php 5,000.00 for ABC of more than 1 Million up to 5 Million. The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and DSWD FO 12 website. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.

6. The **Department of Social Welfare and Development Field Office XII** will hold a Pre-Bid Conference¹ on **December 16, 2021, 10:30 a.m. at DSWD FO XII Office**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **December 29, 2021, 09:00 a.m. at DSWD FO XII Procurement Section Office**. 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 **December 29, 2021, 11:30 a.m.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Department of Social Welfare and Development Field Office XII** 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.
11. For further information, please refer to:

DSWD FO XII-BAC Secretariat
Administrative Division-Procurement Section
Department of Social Welfare and Development FO XII
Purok Bumanaag, Brgy. Zone III, Koronadal City
Email Address: procurement.fo12@dswd.gov.ph
Telephone No. +63 (083)-228-8637
12. You may visit the following websites:

<https://fo12.dswd.gov.ph/bid-bulletin/>
<https://www.philgeps.gov.ph/>

December 8, 2021

(Signed) BAILANO SALIK-ALI, RSW
BAC Chairperson DSWD FO XII

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development Field Office XII** wishes to receive Bids for the *Procurement of Hiring of Janitorial Service Provider for the Period of January to December 2022*, with Project Reference No. DSWD12-AD-2022-002.

The Procurement Project (referred to herein as “Project”), 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 *FY 2022* in the amount of **Two Million Seven Hundred Thousand Pesos Only (Php 2,700,000.00)**.

2.2. The source of funding is NGA, 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 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 “P” 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 at twenty five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The 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 **December 16, 2021, 10:30 a.m.** at **DSWD XII Office** 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 **ITB**, at least **ten (10) calendar days before the deadline set for the submission and receipt of Bids.**

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *two (2) years (from December 30, 2019 to December 29, 2021)* 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 until *April 29, 2022 or One Hundred Twenty (120) calendar days from the Bid Opening*. 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.

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.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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 One Project having several items.
- 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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Refer to a service provider that can supply labor, tools, equipment, materials, and supplies, including supervision for janitorial, sanitation, simple hauling, and other related services, which includes general cleaning, and janitorial maintenance work.</i> b. Completed within two (2) years (from December 30, 2019 to December 29, 2021) prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed</i>
12	The price of the Goods or Services shall be quoted DDP <i>DSWD FO 12 located at Purok Bumanaag, Brgy. Zone III, Koronadal City</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> <ol style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.
19.3	<p><i>DSWD12-AD-2022-002 Procurement of Hiring of Janitorial Service Provider for the Period of January to December 2022.</i></p> <p><i>- Janitorial Services with an ABC amounting to Php2, 700,000.00</i></p>
20.2	<p><i>The Lowest Calculated Bid may be subjected to ocular inspection and shall submit ALL of the following post-qualification requirements:</i></p> <ol style="list-style-type: none"> <i>1. Photocopy of Single Largest Completed Contract or Purchase Order, which should be signed by both parties.</i> <i>2. The corresponding proof of completion, which could either be:</i> <ol style="list-style-type: none"> <i>i. Certificate of Final Acceptance/Completion from bidder's client; or</i> <i>ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract.</i> <i>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:</i>

	<p><i>i. 2020 Income Tax Return with proof of payment; and</i></p> <p><i>ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from July 2020 to December 2020.</i></p> <p><i>* Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.</i></p> <p><i>** In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</i></p> <p><i>*** In case the valid Mayor's Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</i></p>
21.2	<p><i>Duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable. (Should expressly indicate the Authorized representative to transact with the Procuring Entity)</i></p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents – The delivery of Goods/Janitorial Services shall be made by the Service provider or Agency on a monthly basis starting upon the receipt of Notice to Proceed until December 31, 2022.</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 the Contract are DDP delivered in <i>Region XII</i>. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered <i>Region XII</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>the End-user or the Administrative Division-General Services Section</i>.</p> <p>Packaging – Not Applicable</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p>

	Name of the Procuring Entity Name of the Supplier Contract Description Final Destination
	Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>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 – Not Applicable</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 – Not Applicable</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.
2.2	<i>“The terms of payment shall be semi-monthly for the services rendered, processed upon receipt of the billing statement and acceptance of output of the Service Provider and summary of attendance of personnel in compliance with the provision of labor laws, rules, and regulations.</i>”
4	The inspections and approval as to the acceptability of the services on its compliance with the technical specifications as scheduled will be conducted by the DSWD Inspection Committee with the presence of end-user.

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	Total	Delivered, Weeks/Months
1	Hiring of Janitorial Service Provider (January to December 2022)	15pax	15pax	1st day of delivery of Services will commence within Seven (7) calendar days from the receipt of Notice to Proceed
	1. The service provider shall PROVIDE the need equipment, tools, supplies, and materials to be used in performing services.			
	2. The service provider shall PROVIDE the fuel and 2T oil to be used for the grass cutting machine with exception of the water and electricity consumption			
	3. The service provider shall PROVIDE Supplies and Cleaning materials and must pass the DTI Product Standard and to extent possible, must be non-toxic, Eco-Friendly and possibly Philippine made Supplies and materials.			
	4. Reporting Requirements (See attached Terms of Reference)			
	5. Budgetary Requirements (See attached Terms of Reference)			
	6. Qualification Requirements (See attached Terms of Reference)			
	7. The service provider shall PROVIDE uniform and provide them with appropriate identification cards;			
	8. The service provider shall PAY at least the minimum wage and all other mandatory benefits and privileges to its janitor/janitress every 10th and 25th of the month;			
	9. The contract shall be for a period of twelve (12) months effective on January 01, 2022 to December 31, 2022;			
	10. The service provider shall SUBMIT to DSWD FO XII the billing due for the preceding month every 2nd week of the month,			

	together with its monthly invoices, duly certified copy of the immediately preceding payroll and proof of remittances that are scheduled on quarterly basis as well as its alpha list;		
	11. The service provider shall PROVIDE DSWD FO XII a copy of each janitor/janitress's contact to the company duly signed by both parties;		
	12. The services provider shall PROVIDE the following Social Benefits:		
	•SSS Premium		
	•PhilHealth Contribution		
	•EC (State Insurance)		
	•Pag-ibig Fund		
	•Uniform Allowance		
	13. With 13th Month Pay and Incentive Pay		
Delivery Term:	January to December 2022		
Place of Delivery:	DSWD Owned and Rented Offices, DSWD Centers and Residential Care Facilities and warehouses		

* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

I hereby certify to comply and deliver all the above requirements.

 Name of the Company/Bidder Signature Over Printed Name of the Representative Date



Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	Hiring of Janitorial Service Provider (January to December 2022)	[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
	1. The service provider shall PROVIDE the need equipment, tools, supplies, and materials to be used in performing services.	
	2. The service provider shall PROVIDE the fuel and 2T oil to be used for the grass cutting machine with exception of the water and electricity consumption	
	3. The service provider shall PROVIDE Supplies and Cleaning materials and must pass the DTI Product Standard and to extent possible, must be non-toxic, Eco-Friendly and possibly Philippine made Supplies and materials.	
	4. Reporting Requirements (See attached Terms of Reference)	
	5. Budgetary Requirements (See attached Terms of Reference)	
	6. Qualification Requirements (See attached Terms of Reference)	
	7. The service provider shall PROVIDE uniform and provide them with appropriate identification cards;	
	8. The service provider shall PAY at least the minimum wage and all other mandatory benefits and privileges to its janitor/janitress every 10th and 25th of the month;	
	9. The contract shall be for a period of twelve (12) months effective on January 01, 2022 to December 31, 2022;	
	10. The service provider shall SUBMIT to DSWD FO XII the billing due for the preceding month every 2nd week of the month, together with its monthly invoices, duly certified copy of the immediately preceding payroll and proof of remittances that are scheduled on quarterly basis as well as its alpha list;	
	11. The service provider shall PROVIDE DSWD FO XII a copy of each janitor/janitress's contact to the company duly signed by both parties;	
	12. The services provider shall PROVIDE the following Social Benefits:	
	•SSS Premium	
	•PhilHealth Contribution	
	•EC (State Insurance)	

	•Pag-ibig Fund	
	•Uniform Allowance	
	13. With 13th Month Pay and Incentive Pay	
Delivery Term:	January to December 2022	
Place of Delivery:	DSWD Owned and Rented Offices, DSWD Centers and Residential Care Facilities and warehouses	

I hereby certify to comply and deliver all the above requirements.

Name of the Company/Bidder Signature Over Printed Name of the Representative Date

TERMS OF REFERENCE

Hiring of Janitorial Services Provider for CY 2022
(Covering 01 January 2022 to 31 December 2022)

I. RATIONALE

The increasing number of poverty reduction and disaster management programs of the Department of Social Welfare and Development reflects the constant levelling up of performance towards higher responsibility to understand and undertake interrelated climate change and disaster risk reduction programs and initiatives in light of the "new normal" in extreme weather conditions.

Relative to this, the Department continuously needs to maintain a clean and healthy working environment that is conducive to all its officials, employees and clients in the delivery of programs and services. Thus, janitorial services will be contracted from a reputable Service Provider that will do the cleaning and maintenance of the DSWD Compound including its buildings, facilities and grounds to support the day-to-day operation of the Department.

Hiring a janitorial service is more advantageous over hiring an internal cleaning and maintenance staff because the Department will be free from labor and service liabilities that shall be borne by the Service Provider. As such, the Department will just have to pay the service and the Service Provider will handle all of the administrative and supervisory details. Hence, our employees can concentrate more on productive activities that directly relate to the Department objectives and core purpose.

Therefore, the need to hire a competent and highly efficient janitorial service provider that shall perform all cleaning tasks to keep the DSWD buildings, facilities and grounds cleaned and well maintained is necessary.

II. SCOPE OF WORK

1. Coverage of Services:

1.1. DSWD Field Office XII

Purok Bumanaag, Brgy. Zone III, Koronadal City

1.2. DSWD Regional Office

Carpenter Hills, Koronadal City

2. The services for maintenance and sanitation shall include, but shall not be limited to the following:

2.1. Daily Services (from Monday to Saturday, during and after office hours)

- 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;
- b. Cleaning, dusting and polishing of all office furniture and fixtures, equipment including disposal of garbage through segregation, diggings/provision of compost pits;
- c. Cleaning and sanitizing of 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;
- d. Tending the ground, dusting of all indoor plants' leaves, watering of outdoor plants;
- e. Collecting garbage from all offices;
- f. General cleaning of sidewalks, yards, parking spaces and areas surrounding the building;
- g. Cleaning of the perimeter area of all janitorial staff at 10AM; and
- h. Performing other similar tasks as maybe necessary and related to daily routine operations.

2.2. Weekly Services (every Saturday)

- a. General clearing of the in the entire office premises which includes stripping and scrubbing off of old wax, applying new coat and polishing the same;
- 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;
- c. General cleaning of all waste receptacles and waste cans;
- d. General cleaning of all comfort rooms;
- e. Cleaning of all inside office interior and exterior glass doors, windows, walls and washing of venetian/vertical blinds;
- f. Maintaining/re-arranging indoor plants at the lobby, first floor, hallways and attending to concerns (on all floors levels) of the Field Office main building, Annex building and other locations covered;
- g. Taking-out indoor plants for watering and exposure to sunlight within the premises;

- h. Spraying of insecticide using high quality and environment-friendly products; and
- i. Performing other tasks as may be necessary and related to the Department's activities and transactions.

2.3. Bi-Weekly Services (Monday and Thursday)

Providing ground maintenance to include grass cutting and landscaping of the areas around the building.

2.4. Monthly Services (every first Saturday of the month)

- a. General cleaning of all areas like floors, walls, ceilings, wall decorations, premises and building perimeter, parking areas and areas within the perimeter of the office;
- b. General cleaning of window glasses, downspouts, vacuum cleaning and shampooing of carpets and officers' executive and visitor's chair, cleaning of diffusers and electric fans;
- c. Providing the restroom of officers of the Department with bath soap (regular size), bathroom tissue and deodorant cake. While all the common restrooms in each floor of the Field Office XII buildings and other areas covered by the Contract shall be provided with liquid soap, alcohol anti-bacterial sanitizer and deodorant cake; and
- d. Facilitating fogging/misting/disinfection services using high-grade but environment friendly chemical to Field Office buildings, satellite offices, facilities and warehouses.

2.5. As Need Arises

- a. Report all discovered broken/missing lights, fixtures, furniture and equipment to the Facilities Management for needed action.
- 3. The SERVICE PROVIDER shall provide the needed equipment, tools, supplies and materials to be used in performing the above services that shall be for the account of the SERVICE PROVIDER including the fuel and 2T oil to be used for the grass cutting machine with the exception of the water and electricity consumption that shall be for the account of the DSWD FO XII.**

4. Required Equipment, Tools, Supplies and materials

The Administrative Division - General Services Section (AD-GSS) shall monitor the consumption of supplies to determine its adequacy and effectiveness and ensure that the required volumes of supplies are met.

Supplies and cleaning materials to be supplied must pass the DTI Product Standard and to the extent possible, must be non-toxic, Eco-Friendly and possibly Philippine made supplies and materials. All equipment and tools must be provided one (1) day before the commencement of the contract. Please see attached list of Supplies and Materials to be supplied marked as **"Annex A"**

4.1. Schedule of Delivery of Equipment, Tools, Supplies and Materials

- a. The list of supplies and cleaning materials that will be delivered to DSWD FO XII AD-GSS 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 FO XII shall require the Service Provider to immediately replace the items/supplies.
 - b. The list of supplies and cleaning materials that will be delivered to DSWD FO XII AD-GSS on a semi-annual basis shall be delivered on the 1st week of the commencement of the contract and on the 6th month of the contract.
5. The DSWD FO XII shall ensure/monitor that the supplies are delivered per required schedule. All supplies and materials delivered shall be owned and managed by the DSWD FO XII. Any late delivery of the **SERVICE PROVIDER** shall be charged 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 for the more useful supplies and materials. However, the amount shall be equivalent to the original cost of the replaced items. The tools and equipment listed under Annex A shall be returned to the Service Provider upon completion of the contract.

III. REPORTING REQUIREMENTS

1. The **SERVICE PROVIDER** shall prepare **regular reports on the day-to-day operations** especially problems encountered while providing the service;
2. Said reports shall be submitted every week at the Office of the Administrative Division through the General Services Section; and
3. The **SERVICE PROVIDER** shall finalize **monthly reports** on the progress of implementation to be attached to its monthly billings.

IV. BUDGETARY REQUIREMENTS

The DSWD FO XII shall pay the **SERVICE PROVIDER**, subject to applicable taxes, fixed cost as follows against GOP funds. The contract shall be for 12 months, covering the period of 01 January 2022 to 31 December 2022.

Amount per Janitor/Janitress:

- Fifteen Thousand Pesos (**P15,000.00**) per janitor/janitress per month.

Total Amount per Month for 15 Janitor/Janitress:

- Two Hundred Twenty Five Thousand Pesos (**P225,000.00**).

Total Amount in Twelve (12) Months:

- Two Million Seven Hundred Thousand Pesos (**P2,700,000.00**)

These amounts are for the services of fifteen (15) janitorial staff including their janitorial materials and equipments (please refer to Annex B for the breakdown of estimated contract per month).

If during the effectivity of the Contract between the **Service Provider** and the DSWD FO XII, a wage order or pertinent laws shall be implemented increasing the minimum wage 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 account of the Service Provider.

V. QUALIFICATION REQUIREMENTS

1. The **SERVICE PROVIDER** must have at least five (5) years experience in janitorial services;
2. The **SERVICE PROVIDER** shall provide qualified manpower and labor, which shall perform their duties as enumerated in item II above. The **SERVICE PROVIDER** shall on its own exclusive account, employ and detail at the premises fifteen (15) janitorial personnel including two (2) working supervisors:

2.1. DSWD Field Office XII in Purok Bumanaag

- a. 6 janitors/janitress to report 7:00am – 4:00pm (Monday to Saturday)

2.2. DSWD Regional Office at Carpenter Hills

- a. 9 janitors/janitress to report 7:00am – 4:00pm (Monday to Saturday)

3. 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 deducting the corresponding amount of absences from the billing;
4. Aside from the Supervisor, the **SERVICE PROVIDER** shall assign an **Inspector** who shall inspect the premises, three (3) times a week, to check on the performance of the fifteen (15) personnel above-mentioned. The Inspector shall

coordinate his/her activities with the Administrative Division through the General Services Section;

5. The **SERVICE PROVIDER** shall be ready at all times to provide additional janitorial service requirements of DSWD during emergency situations/disaster operations;
6. The number may be increased or decreased anytime by mutual agreement of both parties depending upon the exigencies of the services/availability of the funds and/or staff performance. Additional manpower requirement shall be covered by a written request from the DSWD FO XII proper authority;
7. The janitorial personnel may render overtime services depending upon the exigencies of the services and funds availability of requesting office. Overtime services rendered are not included in the budget allocation for this Terms of Reference;
8. The **SERVICE PROVIDER** is willing to absorb at least forty percent (40%) of existing janitorial personnel assigned to DSWD Field Office XII to its existing standards.

VI. OTHER TERMS AND CONDITIONS

1. The **SERVICE PROVIDER** shall perform in accordance with the following standard and requirements of the DSWD FO XII:
 - 1.1. The janitorial personnel shall be under the supervision and administrative control of the Administrative Division through the General Services Section;
 - 1.2. The janitorial personnel must be physically and mentally fit;
 - 1.3. The janitorial personnel must be 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.
 - 1.4. The janitorial personnel at all times shall be in uniform and provided with appropriate identification cards;
 - 1.5. The janitorial personnel shall render eight (8) hours service daily, excluding sixty (60) minutes time-off for meals; and
 - 1.6. The working Supervisors shall regularly inspect all public toilets, corridors, veranda/emergency passages to ensure their cleanliness and orderliness.
2. The **SERVICE PROVIDER** shall regularly supervise/monitor its personnel especially their performance through their designated Supervisor per area of jurisdiction.

3. The **SERVICE PROVIDER** shall answer for any damage to or loss of the Department properties, or to those for which the DSWD FO XII is responsible, which may be sustained by the DSWD FO XII, through the fault of the **SERVICE PROVIDER's** personnel, the **SERVICE PROVIDER** having the option of either 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 FO XII. 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 the Department before entering and leaving the premises of the DSWD FO XII.
4. The **SERVICE PROVIDER** guarantees the quality of all cleaning equipment, tools, supplies and materials necessary for the performance of the services. The DSWD FO XII shall provide the **SERVICE PROVIDER** with the free use of a suitable space with lock and key at the DSWD FO XII premises for storage of the cleaning equipment, tools, supplies and materials to be used.
5. There shall be no employer-employee relationship between the DSWD FO XII, on one hand, the **SERVICE PROVIDER** and its personnel to perform the services, on the other, the **SERVICE PROVIDER** hereby acknowledges that no authority had been conferred upon it by the DSWD FO XII, to hire any person in behalf of the DSWD FO XII and that the persons whom the **SERVICE PROVIDER** may assign to perform the services called for shall remain the employees of the **SERVICE PROVIDER** only. In this relation, the **SERVICE PROVIDER** hereby warrants its full and faithful compliance and observance of all laws, decrees, rules and regulations relative to the government contracts, hours of work, wage rate, and other workmen's compensation and benefits, especially the provisions of the New Labor Code and other related laws, in connection with its own workers/laborers. It is understood that the DSWD FO XII shall be free from any claims, which the **SERVICE PROVIDER's** worker/laborer may lodge. Violation of the **SERVICE PROVIDER** of any existing labor laws, rules and regulations shall be a ground for termination of the Contract.
6. The **SERVICE PROVIDER** shall pay at least the minimum wage and all other mandatory benefits and privileges to its janitor/janitress assigned in DSWD FO XII on time, i.e., every 10th and 25th of the month.
7. The **SERVICE PROVIDER** shall submit to DSWD FO XII, 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 FO XII pursuant to this Agreement have been paid the required minimum wage, other mandatory benefits and privileges they are entitled to under the law. DSWD FO XII shall not process any billings that are not accompanied by the aforementioned certificate. All billings must be supported by corresponding time sheet that shall be approved by DSWD FO XII Supervisor/Manager prior to such billings. If the billing is in order, DSWD FO XII agrees to pay the **SERVICE**

PROVIDER as soon as possible from receipt of such billings and shall pay within a period of fifteen (15) days upon receipt of supporting time sheets previously approved by the DSWD FO XII Supervisor. Payment of salaries shall be made every 10th and 25th of the month. Delayed payment of salaries of janitors/janitresses shall be the basis for evaluation and ground for early termination of the contract, subsequently be ground for Blacklisting to the Department, and even recommend such to all other government agencies/offices.

8. The contract shall be for a period of twelve (12) months effective January 01, 2022 to December 31, 2022 unless, otherwise, sooner terminated by DSWD by giving a written notice to the **SERVICE PROVIDER** one month prior to the intended date of termination of the contract;
 - January 01, 2022 to December 31, 2022
9. The Department shall have the right to blacklist the **SERVICE PROVIDER** in case of termination.
10. The **SERVICE PROVIDER** shall submit to DSWD FO XII the billing due for the preceding month every 2nd week of the month, together with its monthly invoices, duly certified copy of the immediately preceding payroll, and proof of remittances that are scheduled on a quarterly basis as well as its alpha list. There shall be one billing only for each additional service such as overtime and additional janitors 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 FO XII as its client office duly signed by the authorized personnel of the **SERVICE PROVIDER** and its employees. Failure of **SERVICE PROVIDER** to submit such duly certified copy of payroll, proof of remittance including alpha list, shall be enough basis for DSWD FO XII not to process **SERVICE PROVIDER** billings and shall be ground for early termination of the contract.
11. The **SERVICE PROVIDER** shall provide DSWD FO XII a copy of each janitor/ janitress' contract to the company duly signed by both parties.
12. The **SERVICE PROVIDER** shall abide by all the stipulations under the existing Labor Code. If during the effectivity of the Contract between the Service Provider and the DSWD FO XII, a wage order or pertinent la1Jfs shall be implemented increasing the minimum wage 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.

The Contract of Janitorial services of the DSWD FO XII shall be awarded to the Lowest Calculated and Responsive Bidder (LCRB).

Annex "A"

Below are the list of supplies, materials and equipment/tools to be supplied by the service provider in the performance of contract and services:

LIST OF SUPPLIES AND MATERIALS TO BE SUPPLIED PER MONTH				
Item No.	Description	Total Quantity per Month	Total Quantity for Twelve (12) Months	Unit of Measure
1	Disinfectant, 1 gal	24	288	Gallons
2	Powder soap, 1 kg	24	288	Pieces
3	Tissue paper	96	1152	Rolls
4	Deodorizer spray	24	288	Cans
5	Hand rubber gloves (Pair)	24	288	Pieces
6	Sponge	24	288	Pieces
7	Glass Cleaner, 1 gal	12	144	Gallons
8	Liquid Hand Soap (500ml)	24	288	Pieces
9	Deodorant Cake 99% 50 gms	24	288	Pieces
10	All-purpose cleaner Concentrated, 1 gal	12	144	Gallons
11	Mop Head	24	288	Pieces
12	Trash bag (for 100 liters capacity)	12	144	Pieces

LIST OF SUPPLIES AND MATERIALS TO BE SUPPLIED PER QUARTER				
Item No.	Description	Total Quantity per quarter	Total Quantity per year	Unit of Measure
1	Muriatic Acid, 1 gal	2	8	Gallons
2	Soft broom	12	48	Pieces

LIST OF SUPPLIES AND MATERIALS TO BE SUPPLIED PER SEMI-ANNUAL				
Item No.	Description	Total Quantity per 6 Months (semi-annually)	Total Quantity per year	Unit of Measure
1	Dustpan	12	24	Pieces
2	Stick broom	12	24	Pieces

LIST OF SUPPLIES AND EQUIPMENT TO BE SUPPLIED				
Item No.	Description	Total Quantity per Year	Total Quantity for Twelve (12) Months	Unit of Measure
1	Aluminium Ladder	2	2	Unit
2	Pressure Washer	2	2	Unit
3	Rubber water hose 30 meters	2	2	Rolls
4	Mop squeezer Bucket and Wringer, Heavy Duty	12	12	Units
5	Extension wire – 30 meters	2	2	Sets
6	Floor polisher, Heavy Duty	2	2	Units
7	Vacuum cleaner, 1 set (Wet & Dry)	2	2	Set
8	Push Cart/Utility Cart, 1 set	12	12	sets
9	Warning Device (A-Type)	12	12	Pieces
10	Mop Handle, Heavy Duty	12	12	Pieces
11	Push Brush	12	12	Sets
12	Knap sack, 1 set	2	2	Units
13	Toilet Brush, 1 set	12	12	Sets

14	Expandable pole	5	5	Units
15	Glass Squeegee	12	12	Pieces
16	Scraper	12	12	Pieces

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

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

Class "B" Documents

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

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

- ☐ (n) *[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.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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



AUTHORITY OF SIGNATORY

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of _____ Project ID-No. _____ by the _____; and that if awarded the project shall enter into a contract with the _____; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of he Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

Bid Form

Date: _____

No. _____

To: **DSWD Field Office XII**
Purok Bumanaag, Zone III
Koronadal City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and

_____ in conformity with the said Bidding Documents for the sum _____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amount, and within the times specified in the Bidding Documents.

We agree to abide this Bid for the Bid Validity Period specified in Clause 20.1 of the Bid Date Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:2

Name and address Of agent	Amount Currency	and	Purpose Commission or Gratuity
_____ none _____	_____ none _____		_____ none _____
_____	_____		_____
_____	_____		_____

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

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

We certify/confirm that we comply with the eligibility requirements as per Instructions to Bidders Clause 5 of the Bidding Documents.

Dated this _____ day of _____, **2021**

Signature

in the capacity of

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Within the Philippines

Name of Bidder _____ Invitation to Bid¹ Number __. 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 Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

_____ *[signature]*

_____ *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

¹ If ADB, JICA and WB funded projects, use IFB.

Statement of all Government & Private Contracts completed which are similar in nature

Business Name: _____

Business Address: _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion
3. Certificate of Acceptance

Submitted by: _____

Printed Name & Signature

Designation: _____

Date : _____

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;

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 following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure 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.

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

Bidder's

Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this __ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on __ at _____.

Witness my hand and seal this __ day of [month] [year].

NAME OF NOTARY PUBLIC

[place issued]
[place issued]

Serial No. of Commission
Notary Public for _____ until
Roll of Attorneys No.
PTR No. _____ [date issued],
IBP No. _____ [date issued],

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

* This form will not apply for WB funded projects.

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]

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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