

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Provision of 50 Uniformed Security Guards and 12 Utility Workers for DSWD FO2, Warehouses, San Gabriel, and Centers and Institutions for CY 2024

P 16,744,372.32

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Invitation to Bid
2023-10-0014

Provision of 50 Uniformed Security Guards and 12 Utility Workers for DSWD FO2, Warehouses, San Gabriel, and Centers and Institutions for CY 2024

P 16,744,372.32

1. The *Department of Social Welfare and Development* through the Government of the Philippines (GOP), funded under P/A/P 3201010001000 1000010000100 31010010001000 320101100001000 intends to apply the sum of **Sixteen Million Seven Hundred Forty Four Thousand Three Hundred Seventy Two Pesos and 32/100 (P16,744,372.32)** being the ABC to payments under the contract for *Provision of 50 Uniformed Security Guards and 12 Utility Workers for DSWD FO2, Warehouses, San Gabriel, and Centers and Institutions for CY 2024*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Department of Social Welfare and Development* now invites bids for the above Procurement Project. Delivery of the Services is required by *January 1, 2024-December 31, 2024*. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the project 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* and inspect the Bidding Documents at the address given below from **8:00AM-5:00PM, Monday-Friday**.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 19, 2023-November 7, 2023** from the given address below **DSWD Field Office 02, Brgy. Carig, Tuguegarao City**: 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 (P 25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *personally*.
6. The **Department of Social Welfare and Development** will hold a Pre-Bid Conference¹ on **October 26, 2023 @ 2:00 P.M.** at the **Department of Social Welfare and Development Field Office 02, Conference Hall**, 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 **November 7, 2023 @ 2:00 P.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **November 7, 2023 @ 2:00 P.M.** at the **Department of Social Welfare and Development Field Office 02, Conference Hall**. Bid will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Department of Social Welfare and Development** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

THE BAC CHAIRPERSON

Bids and Awards Committees
c/o BAC Secretariat
DSWD FO 02, Carig, Tuguegarao City
Tel. No. 078-304-1004
Telefax No. 078-304-0586

CELSO L. ARAO JR.
BAC Chairperson

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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Social Welfare and Development* wishes to receive Bids for the **Provision of 50 Uniformed Security Guards and 12 Utility Workers for DSWD FO2, Warehouses, San Gabriel, and Centers and Institutions for CY 2024**, with identification number 2023-10-0014

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2023* in the amount of **Sixteen Million Seven Hundred Forty Four Thousand Three Hundred Seventy Two Pesos and 32/100 (P16,744,372.32)**

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 or Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When the Goods sought to be procured are not available from local suppliers; or
- 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 50%
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. 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 **Department of Social Welfare and Development Field Office 02, Conference Hall** 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 five (5) years from the date of submission and receipt of bids, a contract similar to the project from the date of submission and receipt of bids, a contract similar to the Project prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
- a. Philippine 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 *120 Calendar Days*. 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.

18. Domestic Preference

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.

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid.

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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Security Services and Manpower Services</i> b. Completed within Five years prior to the deadline for the submission and receipt of bids.
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>
12	The price of the Goods shall be quoted DDP <i>Tuguegarao City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than P 334,887.446.40<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 b. The amount of not less than P 837,218.616 <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.3	Provision of 50 Uniformed Security Guards and 12 Utility Workers for DSWD FO2, Warehouses, San Gabriel, and Centers and Institutions for CY 2023 with an ABC of Sixteen Million Seven Hundred Forty Four Thousand Three Hundred Seventy Two and 32/100 (P16,744,372.32).
20.2	Bidders are required to bring their original Licenses/Registrations/ certificates for appropriate authentication/validation
21.2	N/A

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. 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.

4. 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.

5. 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 –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered at (1) Department of Social Welfare and Development Field Office II, Carig Sur, Tuguegarao City, (2) RSCC and RHWG Maddarulug, Solana Cagayan, (3) CVRRCY, Roma Norte, Enrile, Cagayan, (4) DSWD San Gabriel, Tuguegarao City, (5) Bayombong, Nueva Vizcaya, (6) Ugac Sur, Tuguegarao City (Warehouse), (7) Lallo, Cagayan (Warehouse), & (8) Abulug, Cagayan (Warehouse).</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>at DSWD Field Office 02 Carig Sur, Tuguegarao city.</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>Ms. Teresita U. Martinez.</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<p>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.</p> <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>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

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

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.

I. Security Services

Area of Assignment	No. of Guards Per Shift	Shift/Time
Field Office 02, Brgy. Carig, Tuguegarao City	Guards per shift – 4 -- 3 -- 3	1 st shift 0700H – 1500H 2 nd shift 1500H – 2300H 3 rd shift 2300H – 0700H
San Gabriel Office, Tuguegarap City	One (1) Guard per shift 3 shifts	1 st shift 0700H – 1500H 2 nd shift 1500H – 2300H 3 rd shift 2300H – 0700H
RSCC Lingu, Solana, Cagayan	Guards per shift- 2 - 2 - 2 3 shifts	1 st shift 0700H – 1500H 2 nd shift 1500H – 2300H 3 rd shift 2300H – 0700H
Regional Haven, Lingu, Solana, Cagayan	Guards per shift- 2 - 2 - 2 3 shifts	1 st shift 0700H – 1500H 2 nd shift 1500H – 2300H 3 rd shift 2300H – 0700H
CV-RRCY Roma Norte, Enrile, Cagayan	Guards per shift – 5 -- 4 -- 4	1 st shift 0700H – 1500H 2 nd shift 1500H – 2300H 3 rd shift 2300H – 0700H
SWAD Nueva Vizcaya	One (1) Guard per shift 3 shifts	1 st shift 0700H – 1500H 2 nd shift 1500H – 2300H 3 rd shift 2300H – 0700H
Ugac Sur, Tuguegarao City Warehouse	One (1) Guard per shift 3 shifts	1 st shift 0700H – 1500H 2 nd shift 1500H – 2300H 3 rd shift 2300H – 0700H
Lallo, Cagayan Warehouse	One (1) Guard per shift 3 shifts	1 st shift 0700H – 1500H 2 nd shift 1500H – 2300H 3 rd shift 2300H – 0700H
Abulug, Cagayan Warehouse	One (1) Guard per shift 3 shifts	1 st shift 0700H – 1500H 2 nd shift 1500H – 2300H 3 rd shift 2300H – 0700H
	Total of 50 Guards	

Delivery Site and Installation Site: DSWD Field Office 02, Brgy. Carig, Tuguegarao City, SWAD Cagayan, San Gabriel, Tuguegarao City, RSCC and RHWG, Maddarulug Solana Cagayan, CVRRCY, Roma Norte, Enrile, Cagayan, SWAD Nueva Vizcaya, Ugac Sur, Tuguegarao City, Lallo, Cagayan and Abulug, Cagayan.

II. Utility Services

ITEM	QTY	Unit
Utility Services	12	persons

Section VII. Technical Specifications

RATIONALE

The Department of Social Welfare and Development considers that a secured and safe work environment will contribute to a more productive workforce that will result to an efficient and effective delivery of social welfare and development services to the marginalized sector of society.

The Department has more than One Thousand Three Hundred Eighty Two (1,382) personnel in its main office in Regional Office and Centers and Institutions in Region 02. It has several facilities and properties that have to be secured from burglary, robbery, theft, sabotage, fire, vandalism, unruly rallies and other unlawful acts. These facilities are the following : DSWD-Field Office 02, #3 Dalan na Pagayaya, Regional Center, Carig, Tuguegarao City, Reception and Study Center for Children/Regional Haven for Women and Girls, Maddarulug, Solana ,Cagayan, Cagayan Valley Regional and Rehabilitation Center for Youth, Roma Norte, Enrile, Cagayan including Social Welfare and Development(SWAD), Bayombong, Nueva Vizcaya and SWAD San Gabriel Tuguegarao City, (Warehouse), Ugac Sur, Tuguegarao City, (Warehouse), Lal-lo, Cagayan (Warehouse), and Abulug, Cagayan (Warehouse)The department is obliged to have Security Services to safeguard the areas and facilities that are off limits to the public.

Item/Particulars	Client's Specification	Statement of Compliance
1. Service provider (Agency)	a) Valid and updated licenses and permits, b) Should have completed within five (5) years from the date of submission of bids a contract similar to the project with local/nationwide clients involving an amount of at least 25% of the proposed project for bidding; c) Should have the key personnel who are competent, mentally and physically fit and have the equipment (owned, leased, or under purchase) available for the execution of the project; d) Should establish a business office in Tuguegarao City once contract is awarded; e) Should possess a Certification of Good Standing from SSS, Philhealth, Pag-ibig, and from clients provided with security services for the past two (2) years;	

	<p>f) Should possess a Certification of No Pending Labor Case from DOLE and NLRC;</p> <p>g) Should comply with DOLE Department Order No. 18-A series of 2011;</p> <p>h) Drug test, neuro lab test and Certificate of Good Moral Standing of Uniformed Security Guards.</p>	
<p>2. Responsibility of Service provider/Agency</p>	<p>a) Provide comprehensive security services at Field Office 02, Carig, Tuguegarao City, RSCC, Haven at Maddarulug, Solana, Cagayan, CVRRCY, Roma Norte, Enrile, Cagayan, Bayombong Nueva Vizcaya, SWAD-Cagayan, San Gabriel, Tug. City, Ugac Sur Warehouse, Lallo, Cagayan, (Warehouse), and at Abulug, Cagayan (Warehouse) ;</p> <p>b) Provide competent and qualified security guards to secure the DSWD Field Office 02 establishments and its regional facilities (RSCC, Haven, CVRRCY, Ugac Sur, Tug. City, Lal-lo, Cagayan and Abulug, Cagayan);</p> <p>c) Provide updated permit and licenses and all its peripherals to its security personnel assigned to DSWD;</p> <p>d) Except from fortuitous events and/or negligence of DSWD FO2's officials, employees and residents, the service provider/agency shall be accountable for the following:</p> <p>d.1) Any loss or damage to all properties appearing in the Inventory Report and/or other reports/documents which serve as proof of DSWD FO2's ownership of the property;</p> <p>d.2) Any damage due to the negligence in the performance of duty of the security personnel;</p> <p>e) Shall pay for the damages through deduction from its monthly billing. In case the cost of damages cannot be covered by its collectibles from DSWD FO2, the service provider/agency shall pay in cash or restore the property at their expense</p>	

	<p>within one (1) month from the date of which the damage incurred.</p> <p>f) Submit monthly reports, incident reports, and other reports as may be required by DSWD FO2 on security services;</p> <p>g) Shall have the exclusive right to control, supervise, discharge or dismiss the guards assigned to DSWD FO2;</p> <p>h) Shall have entire charge, control and supervision of the work and services, and DSWD FO2 shall in no manner be answerable or accountable for the accident or injury which may occur to any guard of the service provider/agency during the period and the time of their assignment at DSWD FO2.</p>	
3. Scope of Work	<p>a) Protect DSWD FO2's buildings, facilities, properties, and belongings of personnel in the area of jurisdiction, from disturbance, burglary, robbery, vandalism, pilferage, theft, sabotage, and other unlawful acts;</p> <p>b) Secure and defend from harm DSWD FO2's officials, employees, and residents in its regional establishment and other facilities including its visitors while they are within the area of jurisdiction;</p> <p>c) Implement DSWD FO2's security measures and other security related policies which may be promulgated from time to time;</p> <p>d) Install security preventive measures such as putting/setting-up of signage's like "NO ENTRY", among others, in coordination with DSWD FO2;</p> <p>e) Thorough training especially on the CVRRCY grounds based on the system established by the center.</p>	
4. Method of Securing	<p>a) There should be a roving guard in every shift</p> <p>b) Maximum tolerance on the part of Security Guard</p>	
5. Uniformed Security Guards	50 personnel who are competent, morally, physically and mentally fit, duly licensed (updated license) with complete paraphernalia	

	<p>a. DSWD FO 02 – 10 (at least 1 Female)- Age Range is from 25 to 50 years old</p> <p>b. CVRRCY – 13 (at least 1 Female-daytime duty everyday)</p> <p>b.i Height: at least 5’6”(Male),at least 5’4”(Female)</p> <p>b.ii Body built: regular</p> <p>b.iii Age: between 25-35 years old</p> <p>b.iv Skill: martial arts/self defense</p> <p>RSCC – 6 (Male) - Age Range is from 25 to 50 years old</p> <p>Haven – 6 (Female)- Age Range is from 25 to 50 years old</p> <p>SWAD Cagayan – 3(Male)- Age Range is from 25 to 50 years old</p> <p>SWAD Nueva Vizcaya- 3(Male)- Age Range is from 25 to 50 years old</p> <p>Ugac Sur, Tug. Warehouse – 3 (Male)Age Range is from 25 to 50 years old</p> <p>Lal-lo, Cagayan Warehouse – 3 (Male) Age Range is from 25 to 50 years old</p> <p>Abulug, Cagayan Warehouse – 3 (Male) Age Range is from 25 to 50 years old.</p>	
6. Paraphernalia	Night stick, Rechargeable Flashlight, Tear gas, First Aid Kit, Cellular Phone, Handheld Radio, Whistle, Raincoat, Boots, Umbrella, Logbook	
7. Firearms	<p>Field Office 02 – two (2) unit Pistol 9mm</p> <p>RSCC/Haven - one (1) unit Pistol 9mm</p> <p style="padding-left: 100px;">- one (1) unit 12 GA Shotgun</p> <p>CVRRCY - two (2) units Pistol 9mm</p> <p>SWAD Cagayan- one (1) unit Pistol 9mm</p> <p>SWAD Nueva Viscaya one (1) unit Pistol 9mm</p> <p>Ugac Sur, Tug.Cag. Warehouse- One (1) unit 12 Ga Shotgun</p>	

	Lal-lo, Cagayan Warehouse- One (1) unit 12 Ga Shotgun Abulug, Cagayan Warehouse- One (1) unit 12 Ga Shotgun All with updated Firearms Licenses attached	
8. Handheld Radio	With Radio License from NTC attached: Provide 1 set handheld radio for ARDA and Center Heads	

QUALIFICATION OF THE SECURITY PERSONNEL TO BE ASSIGNED:

The guards that shall be assigned by the Service Provider to the Department shall possess the following qualifications:

1. With valid and updated licenses and license/training to use handheld “radios”.
2. Bond with at least P1, 000 per guard.
3. At least High School graduates but with certificate training on security services except for the centers which is preferably a College level;
4. Must have undergone the pre-licensing training course conducted by a licensed training school accredited by Security Agency and Guards Supervision Division (SAGSD) of the Philippine National Police (PNP) containing subject on public relation, values formation courtesy and discipline.
5. For the Security Officer, he must have certificate of training on supervisory course and/or whichever is applicable for an officer being conducted by authorized/accredited SAGSD of PNP and must have passed the General Knowledge Exam to secure Security License Card for Security Officer pursuant to Republic Act No. 5487.
6. Physically and mentally fit, passed the Psychological Test, Drug Test and has an updated Medical Clearance.
7. Good moral character, updated clearances from Philippine National Police and National Bureau of Investigation (NBI)

The Contract of services of the Department shall be awarded to the Lowest Calculated and Responsive Bidder.(LCRB).

BUDGETARY REQUIREMENTS

The Department shall pay the **SERVICE PROVIDER**, subject to applicable taxes, fixed cost as follows against funds of Regular Fund, Center and Institutions. The contract shall be for 12 months, covering the period of January 01,2024 to December 31, 2024.

Amount per Security Guard.

- Twenty Four Thousand One Hundred Eleven Thousand pesos and 26/100 (Php 24,111.26) per Security Guard per month.

Total Amount per month of Fifty (50) Security Guard:

- Fourteen Million Four Hundred Sixty Six Thousand Seven Hundred Fifty Six Pesos Only.(Php 14,466,756.00).

BAGKGROUND/RATIONALE

The increasing number of poverty reduction and disaster management programs of the Department of Social Welfare and Development reflects the constant leveling 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 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-Regional Office

Regional Government Center, Carig, Tuguegarao City

1.2 DSWD-Reception Study Center for Children

Maddarlug, Solana, Cagayan

1.3 DSWD-Regional Heaven for Women and Girls

Maddarlug, Solana, Cagayan

1.4 DSWD-Cagayan Valley Regional and Rehabilitation Center for Youth

Roma Norte, Enrile, Cagayan

1.5 DSWD-Social Welfare and Development (SWAD) Cagayan and SWAD Nueva Vizcaya

San Gabriel, Tuguegarao City and Nueva Vizcaya

1.6 DSWD-Social Welfare and Development –SWAD Quirrinno

1.7 DSWD-Social Welfare and Development –SWAD Isabela

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

2.1 Daily Services (from Monday to Friday)

- Cleaning, dusting and polishing of all office furniture and fixtures, equipment including disposal of garbage through segregation, of compost pits;
- Cleaning and sanitizing of bathrooms including its lavatories, urinals, toilet bowls and other fixtures;
- Dusting of all indoor plants' leaves;
- Collecting garbage from all offices; and
- Performing other similar tasks as maybe necessary and related to daily routine operations.

2.2 Weekly Services

- a. General cleaning *of* 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 Regional Office mainbuilding and other buildings inside the Field Office compound;
- 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. Monthly Services

- a. General cleaning of all areas like floors, walls, ceilings, wall decorations p remises and building perimeter, parking areas within the perimeter of the office.

3. Required Equipment, Tools, Supplies and Materials

The Administrative Service – General Services Section (AS-GSS) shall monitor the consumption of supplies to determine its adequacy and effectiveness and ensure that the required volume 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 preferably Philippine made.

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 Asst. Regional Director for Administration 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 Department shall pay the **SERVICE PROVIDER**, subject to applicable taxes, fixed cost as follows against funds of Regular Fund, Center and Institutions. The contract shall be for 12 months, covering the period of January 1 to December 31, 2024.

Amount per Janitor/Janitress:

- Fifteen Thousand Eight Hundred Sixteen Pesos and 78/100 (**P 15,816.78**) per janitor/janitress per month.

Total Amount per month of Eleven (12) Janitors/Janitress:

- Two Million Two Hundred Seventy Seven Thousand Six Hundred Sixteen pesos and 32/100 (**P2,277,616.32**)

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 Eleven janitorial personnel.

2.1. DSWD - Regional Office 02

- a. Five (5) janitors/Janitress to report from 6:00AM – 3:00PM (Monday to Friday)
Age range is from 25 to 50 years old preferably female

2.2 .DSWD – Reception and Study Center for Children & Regional Heaven for Women and Girls

- a. One (1) janitor/janitress to report from 6:00am - 3:00pm (Monday to Friday)
Age range is from 25 to 50 years old preferably female

2.3. DSWD – Social Welfare and Development (SWAD) Quirino

- a. One (1) janitor/Janitress to report from 6:00 – 4:00PM (Monday to Friday)
Age range is from 25 to 50 years old preferably female

2.4. DSWD – Cagayan Valley Regional Rehabilitation for Youth

- a. Two (2) janitor/Janitress to report from 6:00 – 3:00PM (Monday to Friday)
Age range is from 25 to 50 years old preferably (1) female and (1) Male

2.5. DSWD – Social Welfare and Development (SWAD) Cagayan and SWAD Nueva Vizcaya

- a. Two (2) janitors/janitress to report from 6:00AM – 4:00PM (Monday to Friday)
Age range is from 25 to 50 years old preferably (2) female

2.6. DSWD – Social Welfare and Development (SWAD) Isabela

- a. One (1) janitor/janitress to report from 6:00am - 3:00pm (Monday to Friday)

Age range is from 25 to 50 years old preferably female
Total Required Personnel: Twelve (12)

- 3. The **SERVIE 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, (3) times a week, to check on the performance of the Twelve (12) personnel above-mentioned. The Inspector shall coordinate his/her activities with the Office of Administrative Service Division or his/her representative from General Services Section.
5. The **SERVICE PROVIDER** shall be ready at all times **to provide additional janitorial service requirement 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 proper authority;
7. The janitorial personnel may render overtime services depending upon the exigencies of services and availability of fund of the requesting office. Overtime services rendered are not included in the budget allocation for this Terms of Reference;

VI. OTHER TERMS AND CONDITIONS

1. The **SERVICE PROVIDER** shall perform in accordance with the following standard and requirements of the DSWD
 - 1.1 The janitorial personnel shall be under the supervision and administrative control of the Administrative Service Division or his/her representative from 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 required to have updated clearances and attesting to their good moral character and attesting to their 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 of work daily, excluding sixty (60) minutes time-off for meals
 - 1.6 The janitorial personnel must be in their proper uniform Monday Thursday
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's properties, or to those for which the Department is responsible, which may be sustained by the Department, through the fault of the **SERVICE PROVIDER'S** personnel. The **SERVICE PROVIDER** having the option of either paying the cost of the damage or loss in cash, or repairing, reinstalling, or replacing the item lost or damaged with prior approval from DSWD. 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 Department.
4. The **SERVICE PROVIDER** shall pay the minimum wage and all other mandatory benefits and privileges to its janitor/janitress assigned in DSWD on time i.e. every 15th and 30th of the month
5. The **SERVICE PROVIDER** shall provide the PPE, gloves, face mask, face shield for the janitor/janitress in compliance with the strict health and safety protocol due to COVID-19.
6. The **SERVICE PROVIDER** shall submit to DSWD, together with its monthly invoices, a sworn certificate/undertaking duly executed by its General Manager/President stating that all workers and/or personnel assigned to DSWD pursuant to this Agreement have been paid the required minimum wage, other mandatory benefits and privileges they are entitled to under the law. DSWD shall not process any billing that is not accompanied by the aforementioned certificate. All billings must be supported by corresponding time sheet that shall be approved by DSWD's Supervisor/Manager prior to such billing. If the billing is in order, DSWD shall agree to pay the **SERVICE PROVIDER** 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 Supervisor. Payment of salaries shall be made every 15th and 30th of the month. Delay in the payment of salaries of janitors/janitress shall be the basis for evaluation and may be a ground for early termination of the contract with the service provider and subsequently a ground for Blacklisting to the Department, and may even be recommended as such to all other government agencies/offices.
7. The contract shall be for a period of twelve (12) months effective January 01, 2023 to December 31,2024 unless, otherwise, 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 to December 31,2024
8. The **SERVICE PROVIDER** shall submit to DSWD 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.

9. The **SERVICE PROVIDER** shall provide DSWD a copy of each janitor's/janitress contract to the company duly signed by both parties.

10. The **SERVICE PROVIDER** shall abide by all the stipulations under the existing Labor Code. If during the affectivity of the contract between the **Service Provider** and the Department, a wage order or pertinent laws shall be implemented, the Service Provider shall comply with the wage increase. Salary adjustments within the contract duration under DOLE Wage Order shall be on the account of the Service Provider.

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) in accordance with Section 8.5.2 of the IRR;

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

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

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

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).

