



PHILIPPINE BIDDING DOCUMENTS

**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
FIELD OFFICE MIMAROPA**

**BIDDING DOCUMENTS FOR
PROVISION OF JANITORIAL
MANPOWER SERVICES- 2nd Posting
FOR CY 2024**

PROJECT ID NO. DSWD4B-2024-001

**Sixth Edition
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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 FOR JANITORIAL SERVICES FOR CY 2024 PROJECT ID NO. DSWD4B-2024-001

1. The *Department of Social Welfare and Development Field Office MIMAROPA*, through the *authorized appropriations under the FY 2023* intends to apply the sum of ***Two Million Five Hundred Twenty Thousand Pesos Only (Php 2,520,000.00.)*** being the ABC to payments under the contract for *Project, "Provision of Janitorial Manpower Services for FY 2024 with Project ID No. DSWD4B-2024-001.* Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DSWD Field Office MIMAROPA now invites bids for the above Procurement Project. Delivery of the Services is required by ***May 1, 2024 to December 31, 2024*** Bidders should have completed, within *three (3 years)* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using 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 Field Office MIMAROPA Bids and Awards Committee Secretariat* and inspect the Bidding Documents at the address given below during office hours from 8:00 A.M to 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***March 12, 2024- April 1, 2024*** 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 Five Thousand Pesos Only (Php 5,000.00) .*

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PHILGEPS) and the website of the Procuring Entity , provided that the bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Payment for the purchase of Bid Documents may be deposited thru electronic fund transfer or over-the-counter (OTC) transaction to:

Account Name: **DSWD IV-B MISCELLANEOUS TRUST FUND**
Type Account: **Land Bank (Main –Cash Dept) Current Account**
Account Number: **3402-1021-51**

Proof of payment of bid documents i.e photos/ screenshots/printouts of electronic fund transfer receipts, actual OTC deposit receipts should be submitted with or before the submission of bid documents.

6. The *DSWD Field Office MIMAROPA* will hold a Pre-Bid Conference¹ on **March 20, 2024, Wednesday 10:00 A.M** through video conferencing or webcasting *via google meet*, which shall be open to prospective bidders.

Interested bidders who would like to join the Pre-Bid Conference through video teleconferencing (google meet) may send at procurement.fomimaropa@dswd.gov.ph not later than March 20, 2024 the following details so that the DSWD Field Office MIMAROPA BAC Secretariat may send the link and other instructions for the conduct of the video conference;

- a. Name of Company;
- b. Name of Authorized Representative/s;
- c. Contact Number;
- d. Email Address

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **April 1, 2024, Monday 1:00 P.M. at DSWD Field Office MIMAROPA , 1680 F.T Benitez cor Malvar Sts, Malate, Manila. Late bids shall not be accepted.**

Should there happen a fortuitous event, the Pre-Bid Conference and Submission/Opening of Bids shall be automatically conducted on the next available working day , after the dates as above mentioned respectively for each of the afore-stated activities at the same time and place without need of further advertisement/posting.

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 **April 1, 2024 Monday 1:30 P.M at DSWD Admin Building, 1680 F.T Benitez cor Malvar Sts, Malate, Manila and/or via Video Teleconferencing**

(VTC)thru google meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The DSWD Field Office MIMAROPA 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:

Harvy B. Calabio
BAC Secretariat Head
DSWD FO MIMAROPA Bids and Awards Committee
DSWD FO MIMAROPA
1680 F.T Benitez cor Malvar Sts, Malate, Manila
Telephone Number: 5336-8106 Local 24052
Cellphone Number : +63998-474-6898
Email Address: procurement.fomimaropa@dswd.gov.ph
Website: www.fo4b.dswd.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: www.fo4b.dswd.gov.ph

March 8, 2024

(ORIGINAL SIGNED)
KENNETH M. MONTENEGRO
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *DSWD Field Office MIMAROPA* wishes to receive Bids for the **Provision of Janitorial Manpower Services for FY 2024**, with identification number *DSWD4B-2024-001*.

The Procurement Project (referred to herein as “Project”) is composed of a single 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 *Fiscal Year 2023* in the amount of ***Two Million Five Hundred Twenty Thousand Pesos Only (Php 2,520,000.00)***

2.2. The source of funding is NGA , General Appropriations Act .

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a **single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**

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 Sub Contracting is not allowed

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, 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 *three (3 years)* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately.

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 *One Hundred Twenty 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 three copies 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.

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

- 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.

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.

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. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.3. 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>Supply and Delivery of Janitorial Services.</i> b. completed within three (3 years) prior to the deadline for the submission and receipt of bids.
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 Fifty Thousand Four Hundred Pesos (Php 50,400.00) 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 One Hundred Twenty Six Thousand Pesos (Php 126,000.00) if bid security is in Surety Bond.
20	<p><i>The latest income tax returns (ITR) are those covering fiscal year 2023 or 2024 and the latest business tax returns (BTR) are those filed within the last six months preceding the date of submission .BTR refers to the value-added tax and percentage tax on sales.</i></p> <p><i>The other required post qualification documents are:</i></p> <ol style="list-style-type: none"> 1. Company Profile- must be certified true copy 2. Articles of Incorporation (if corporation)-must be certified true copy 3. Security and Exchange Commission (SEC)(if corporation) – must be “Certified True Copy” 4. Department of Trade and Industry (DTI) – “Certified True Copy” 5. Department of Labor and Employment (DOLE) – Clearance- Clearance from the Department of Labor and Employment Regional Office where the principal office of the Applicant/Bidder is located that the bidder has no pending administrative for violation of the minimum wage laws, rules and regulations. 6. PHILHEALTH – Proof of Paid remittances of all existing personnel for the last two years (2022 & 2023) 7. PAG-IBIG Membership and Proof of Paid remittances of all existing personnel for the last two years (2022 & 2023) 8. Certificate of SSS membership and Proof of Paid remittances for the last two (2) years (CY 2022 & 2023)

21.1	<i>No additional requirements</i>
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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 or Framework Agreement 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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>For the purpose of maintaining its offices clean and orderly at all times, the DSWD Field Office MIMAROPA requires fifteen (15) janitors /janitress for the entire duration of the contract. Ten (10) janitors shall be assigned at SWADT/POO offices(MIMAROPA) and five (5) shall be assigned at the DSWD Regional Office , Malate, Manila offices. It is understood that the number may be increased or decreased by DSWD at its option by giving the SERVICE PROVIDER at least five (5) days prior written notice.</p> <p>The DSWD shall have the right to require the immediate replacement of any janitor at any time for reason, which the DSWD in its sole judgment considers valid and sufficient. Replacement of janitors on the initiative of the SERVICE PROVIDER shall be made only after consultation with the DSWD.</p> <p>For security and health reasons, the names, addresses, police clearances, pictures and appropriate medical certificates of the SERVICE PROVIDER’s employees shall be submitted to DSWD.</p> <p>The SERVICE PROVIDER shall ensure compliance with the guidelines issued by the DSWD relevant to its operations and of the SERVICE AGENCY’s rules and regulations. The DSWD General Services Section /Provincial Links/SWADT Leaders shall exercise general supervision over the janitors/janitress</p> <ol style="list-style-type: none"> 1. <i>DSWD FO MIMAROPA reserves the right to screen and accept or deny the deployment of any personnel recommended by the SERVICE PROVIDER.</i> 2. <i>The deployed personnel shall work 8 hours a day, 6 days a week from Monday to Saturday. However, DSWD may request to SERVICE PROVIDER personnel to work outside the regular working hours, or during weekends or holidays whenever necessary upon the written approval of the Head of the Agency which will entail additional payment to the SERVICE PROVIDER.</i> 3. <i>The SERVICE PROVIDER shall make available relievers and/or replacement at all times to ensure continuous and uninterrupted services. In the event that the Service Provider failed to provide relievers and/replacement, the SERVICE PROVIDER shall be charged with penalty for the disruption it caused to DSWD FO MIMAROPA.</i> 4. <i>The SERVICE PROVIDER shall pay its personnel not less than the minimum wage and other benefits mandated by the law. The SERVICE PROVIDER shall provide the janitorial personnel their monthly pay slip containing the necessary information on it. The SERVICE PROVIDER shall comply with the laws governing labor standards and employees compensation.</i> 5. <i>The SERVICE PROVIDER shall submit to the DSWD, together with its monthly invoice, a sworn certification duly executed by its General</i>

Manager/President stating that all the workers and/or personnel assigned to the DSWD pursuant to this Agreement have been paid, on the date thereof, all wages, salaries and remunerations they are entitled to under the law. The DSWD shall not process any billings that are not accompanied by the aforementioned certificate. All billings must be supported by corresponding time sheet which shall be approved by the DSWD's Supervisor/Manager prior to such billings. If the billings are in order, the DSWD agrees to pay SERVICE PROVIDER as soon as possible from receipt of such bills and shall pay within a period approved by the DSWD Supervisor; Payment of salaries shall be made every 15th and 30th of the month. Delay shall be basis for evaluation and grounds for early termination of the contract.

6. The SERVICE PROVIDER shall submit to the DSWD, together with its monthly invoices, proof of remittances to the Social Security System, BIR, and PhilHealth of both employer's insurance premiums. Failure of the SERVICE PROVIDER to submit such proof of remittance shall be enough basis for DSWD not to process SERVICE PROVIDER billings.

7. If, during the effectivity of the Contract between the Service Provider and DSWD FO MIMAROPA, a wage order or pertinent laws shall be implemented increasing the minimum wage or providing additional benefits to employees in the private sector, the rates herein shall be adjusted accordingly.

8. The SERVICE PROVIDER in the performance of its services shall secure, and maintain at its own expense all registration, licenses, or permits required by the law, and shall comply with all pertinent rules and regulations. The SERVICE PROVIDER's personnel shall take all necessary precautions for the safety of all persons and properties within their area of work and shall comply with all the standards and established safety regulations, rules and practices

9. The SERVICE PROVIDER shall provide the personnel with appropriate uniforms, protective gear if necessary and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.

10. The SERVICE PROVIDER shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.

11.. The SERVICE PROVIDER shall furnish the equipment, tools and materials to be used in performing the above services which shall be for the account of the SERVICE PROVIDER with the exception of the water and electricity consumption which shall be for the account of the DSWD Field Office MIMAROPA.

12. The SERVICE PROVIDER shall protect DSWD properties from damage or destruction in connection with the janitorial activities rendered, preserve the confidentiality of DSWD records and perform other services whenever required (i.e. logistical assistance during meetings and conferences; hauling of office

furniture, fixtures and equipment and other errand works within DSWD premises)

13. The contract shall be for a period of eight months effective May 1 to December 31, 2024 unless sooner terminated by the DSWD by giving the other a written notice of one month prior to the intended date of termination of the contract;

Manpower, supplies, materials and equipment to be provided to the offices:

A. Manpower – with experience and expertise

B. Supplies and materials to be supplied in the Regional Office in Malate, Manila:

C. Delivery and turn-over of supplies and cleaning materials to the DSWD MIMAROPA – Administrative Division – General Services Section shall be made on the **upon the 1st week of commencement of Contract.**

Description	QUANTITY
Aluminum Mop handle	12 pcs.
Dust Pan	10 pcs.
Spin mop and bucket	5 pcs.
Pressure water	1 unit
Water hose, 50 to 100 meter w/ sprinkler	1 set

Tools and equipment to be deployed as follows:

Description	Quantity
Vacuum Cleaner, wet and dry	1 unit
Extension Cord, HD 4 outlet	1 set
Water Pail with comfort room dipper	10 pcs
Heavy duty drum with cover	5 pcs
Garden gloves	4 pairs

D. Delivery and turn-over of supplies and cleaning materials to the DSWD General Services Section on **quarterly basis (every 1st week of the first month)**

Description	QUANTITY
Stick Broom	4 pcs.
Doormat	12 pcs.
Hand Brush	12 pcs.
Soft Broom	6 pcs.
Rubber gloves	6 pairs

E. Delivery and turn-over of supplies and cleaning materials to the DSWD FO MIMAROPA – General Services Section on a monthly basis (every 1st week of the month. The General Services Section shall monitor the consumption of supplies to determine its adequacy and effectiveness and ensure that the required volume of supplies is met.

Description	Quantity/Unit
Air Freshener	10 cans
Deodorant Cake	1 dozen
Powder Soap	6 kls.
Mop Head	10 pcs
Garbage Bag XL	200 pcs.
Woven rice sack bag	50 pcs
Rags	1 kl
Insecticide	4 spray can
Scrubbing pad	6 pcs.
Steel Wool	2 rim
Toilet Bowl Cleaner	6 gal.
Furniture Polish	4 cans
Bath Soap, Class A (guest size)	1 dozen
Liquid Hand Soap (Antibacterial)	2 gallons
Chlorine Granules	4 kilo
Anti Slip Rubber Floor Mat	6 pieces

*F. Delivery and turn-over of supplies and cleaning materials to the **DSWD MIMAROPA per – Province/ SWAD Office** – shall be made upon the 1st week of commencement of Contract*

Air Freshener	4 cans
Deodorant Cake	1 dozen
Powder Soap	1 kls.
Garbage Bag	200 pcs.
Rags	1 kl.
Insecticide	4 spray can
Scrubbing pad	6 pcs.
Steel Wool	1 rim
Toilet Bowl Cleaner	3 gal.
Furniture Polish	2 cans
Bath Soap, Class A (guest size)	1 dozen
Liquid Hand Soap (Antibacterial)	2 gallons
Chlorine Granules	3 kilos
Disinfectant Liquid Floor Cleaner	5 gallons
Stick Broom	2 pcs.
Doormat	12 pcs.
Hand Brush	2 pcs.
Soft Broom	2 pcs.
Rubber gloves	1 pair
Mop handle	1 piece
Mop Head	2 pcs.
Dust Pan	1 piece
Toilet pump	1 piece
Rubber Floor Mat	2 pieces

2.2	For services rendered, the SERVICE PROVIDER shall submit monthly billing statements with all required attachments in compliance with accounting and auditing rules and regulations.
3	No further instructions
4	The SERVICE PROVIDER warrants that all janitors/janitors to be assigned to DSWD are qualified, physically fit, of good moral character, honest, reliable, competent, and cooperative.

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	Provision of Janitorial Personnel	15		May 1, 2024- December 31, 2024
2	Provision of cleaning equipment, supplies /tools in good running condition as specified in Section VII – Technical Specifications			

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

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Section VII. Technical Specifications

*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.]*

Item	Specification	Bidder’s Statement of Compliance
1.	<p>The SERVICE PROVIDER shall provide fifteen (15) janitorial services who are:</p> <ul style="list-style-type: none"> a. of good moral character and without criminal or police records; b. at least 18 years old but not more than 65 years old; c. physically and mentally fit, as evidenced by a medical certificate; and d. duly trained and skilled function as janitorial personnel. Preferably with also skills in plumbing, electricity, carpentry and other minor repairs. <p>The SERVICE PROVIDER, upon receipt of the Notice of Award, shall be required to submit to the DSWD –General Services Section a sworn statement attesting compliance with the foregoing.</p>	
2.	<p>The SERVICE PROVIDER shall supply fifteen (15) janitorial manpower who will report to DSWD MIMAROPA Region and SWADT/POO Offices from Mondays to Saturdays</p> <ul style="list-style-type: none"> A. Five 5 janitors/janitress (6:00 A.M to 3:00 P. M or 7:00 AM- 4:00 PM) –Monday to Saturdays (Regional Office) B. Ten (10) janitors/janitress to report from 7:00 AM - 4:00 PM (Mondays to Saturdays) in the SWADT/POO Office with breakdown as follows: <ul style="list-style-type: none"> 1. 2– POO/SWADT Marinduque 	

	<p>2. 2- POO/SWADT Palawan 3. 2 – POO/SWADT Occidental Mindoro 4. 2- POO/SWADT Oriental Mindoro 5. 2- POO/SWADT Romblon</p>																			
3.	<p>The SERVICE PROVIDER is willing to absorb the fifteen (15) current/existing janitorial personnel presently assigned in the Regional office as well as the existing janitors/janitress in the SWADT/POO subject for the screening of the Service Provider.</p>																			
4.	<p>The SERVICE PROVIDER shall regularly supervise/monitor its personnel especially their performance thru their designated Supervisor per area of jurisdiction.</p>																			
5.	<p>The janitorial personnel shall perform the following:</p> <p>a. Maintain the cleanliness and orderliness of the office premises in accordance with the Service Level Agreement (Annex A) taking into account the following:</p> <p>a.1 protection of DSWD properties from damage or destruction in connection with the janitorial services rendered;</p> <p>a.2 preservation of confidentiality of DSWD records; and</p> <p>b. Miscellaneous Services to be performed whenever required (i.e logical assistance during meetings and conferences; hauling of office furniture, fixtures and equipment ; and other errand works within DSWD premises.</p>																			
6.	<p>The SERVICE PROVIDER shall provide the following cleaning equipment and tools in good running condition upon commencement of contract:</p> <table border="1" data-bbox="341 1447 1120 1742"> <thead> <tr> <th>Description</th> <th>QUANTITY</th> </tr> </thead> <tbody> <tr> <td>Aluminum Mop handle</td> <td>12 pcs.</td> </tr> <tr> <td>Dust Pan</td> <td>10 pcs.</td> </tr> <tr> <td>Spin Mop and Bucket</td> <td>5 pcs.</td> </tr> <tr> <td>Pressure water</td> <td>1 unit</td> </tr> <tr> <td>Water hose, 50 to 100 meter w/ sprinkler</td> <td>1 set</td> </tr> </tbody> </table> <p>Tools and equipment to deployed as follows:</p> <table border="1" data-bbox="341 1888 1023 2018"> <thead> <tr> <th>Description</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>Vacuum Cleaner, wet and dry</td> <td>1 unit</td> </tr> <tr> <td>Extension Cord, HD 4 outlet</td> <td>1 set</td> </tr> </tbody> </table>	Description	QUANTITY	Aluminum Mop handle	12 pcs.	Dust Pan	10 pcs.	Spin Mop and Bucket	5 pcs.	Pressure water	1 unit	Water hose, 50 to 100 meter w/ sprinkler	1 set	Description	Quantity	Vacuum Cleaner, wet and dry	1 unit	Extension Cord, HD 4 outlet	1 set	
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Vacuum Cleaner, wet and dry	1 unit																			
Extension Cord, HD 4 outlet	1 set																			

Water Pail with comfort room dipper	10 pcs
Heavy Duty Drum with cover	5 pcs
Garden Gloves	4 pairs

The SERVICE PROVIDER shall also provide supplies and cleaning materials every 1st week of the month on a quarterly and monthly basis.

QUARTERLY:

Description	QUANTITY
Polishing Pad	4 pcs.
Doormat	12 pcs.
Hand Brush	12 pcs.
Soft Broom	6 pcs.
Rubber gloves	6 pairs

MONTHLY – REGIONAL OFFICE

Description	Quantity/Unit
Air Freshener	10 cans
Deodorant Cake	1 dozen
Powder Soap	6 kls.
Garbage Bag XL	200 pcs.
Woven rice sack bag	50 pcs
Rags	1 kl.
Insecticide	4 spray can
Scrubbing pad	12 pcs.
Steel Wool	2 rim
Toilet Bowl Cleaner	6 gal.
Furniture Polish	4 cans
Bath Soap, Class A (guest size)	1 dozen
Liquid Hand Soap (Antibacterial)	2 gallons
Chlorine Granules	4 kilo
Rubber Floor Mat	6 pieces

Delivery and turn-over of supplies and cleaning materials to the DSWD MIMAROPA per – SWAD Office – shall be made upon the 1st week of commencement of Contract:

SWADT/PROVINCIAL OFFICES (ONE TIME):

Description	Quantity/Unit
Air Freshener	10 cans
Deodorant Cake	1 dozen
Powder Soap	6 kls.
Garbage Bag	200 pcs.
Rags	3 kls.
Insecticide	4 spray can
Scrubbing pad	6 pcs.
Steel Wool	2 rim
Toilet Bowl Cleaner	6 gal.
Furniture Polish	4 cans
Bath Soap, Class A (guest size)	1 dozen
Liquid Hand Soap (Antibacterial)	2 gallons
Chlorine Granules	6 kilo
Disinfectant Liquid Floor Cleaner	5 gallons
Stick Broom	2 pcs.
Doormat	12 pcs.
Hand Brush	2 pcs.
Soft Broom	2 pcs.
Rubber gloves	1 pair
Mop handle	1 piece
Mop Head	2 pcs.
Dust Pan	1 piece
Toilet pump	1 piece
Anti Slip Rubber Floor Mat	2 pieces

7. The following areas shall be covered by the janitorial services comprising of office spaces, conference room, comfort rooms, hallways and common areas:

- a. Building – 3 storey
- b. Admin Building Annex- 1 storey
- c. PNA Office
- d. One Storey- new Building
- c. Provincial Offices

8. **Additional Set of Technical Parameters:**

	<p>a. Must possess a good track record in the janitorial services business for at least three (3) years based on the submitted Company Profile;</p> <p>The Contractor should have at 2 (two) existing/ completed same projects with Certification of Satisfactory performance.</p> <p>B. Organizational Set-Up – with good and efficient office set up, personnel, office, tools and equipment.</p> <p>C. Resources</p> <p>c.1 Number and Kind of Equipment and Supplies – with minimum number and kind of equipment and supplies as specified under item 6 of Section VII –Technical Specifications</p>	
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I hereby certify to comply and deliver all the above requirements.

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

ANNEX A

SERVICE LEVEL AGREEMENT

I- General Conditions

- 1.1 **DSWD MIMAROPA Region** reserves the right to screen and accept or deny the deployment of any personnel recommended by the **SERVICE PROVIDER**.
- 1.2 The deployed personnel shall work 8 hours a day, 6 days a week from Monday to Saturday. However, **DSWD** may request to **SERVICE PROVIDER** personnel to work outside the regular working hours, or during weekends or holidays whenever necessary upon the written approval of the Head of the Agency which will entail additional payment to the **SERVICE PROVIDER**.
- 1.3 The **SERVICE PROVIDER** shall make available relievers and/or replacement at all times to ensure continuous and uninterrupted services.
- 1.4 The **DSWD** has the right to effect changes in the assignment /deployment of the janitors at any time during the contract period through a written notice to the **SERVICE PROVIDER**. Likewise, the **DSWD** may increase or decrease the number of janitors as maybe necessary and reserves the right to increase, reduce or limit the scope of services of the **SERVICE PROVIDER**. In such event, any corresponding adjustment in the cost shall not exceed the contract price.
- 1.5 The **SERVICE PROVIDER** shall pay its personnel not less than the minimum wage and other benefits mandated by the law. The **SERVICE ROVIDER** shall provide the janitorial personnel their monthly pay slip containing the necessary information on it. The **SERVICE PROVIDER** shall comply with the laws governing labor standards and employee's compensation.
- 1.6 The **SERVICE PROVIDER** shall submit to the DSWD, together with its monthly invoice, a sworn certification duly executed by its General Manager/President stating that all the workers and/or personnel assigned to the DSWD pursuant to this Agreement have been paid, on the date thereof, all wages, salaries and remunerations they are entitled to under the law. **The DSWD shall not process any billings that are not accompanied by the aforementioned certificate.** All billings must be supported by corresponding time sheet which shall be approved by the DSWD's Administrative Chief prior to such billings. If the billings are in order, the DSWD agrees to pay the **SERVICE PROVIDER** as soon as possible from receipt of such bills and shall pay within a period approved by the Head of DSWD General Services Section Payment of salaries shall be made every 15th and 30th of the month. Delay shall be basis for evaluation and grounds for early termination of contract.
- 1.7 The **SERVICE PROVIDER** shall submit to the DSWD, together with its monthly invoices, proof of remittances to the Social Security System, BIR and PhilHealth of both employer's insurance premiums. Failure of **SERVICE PROVIDER** to submit

such proof remittance shall be enough basis for DSWD not to process **SERVICE PROVIDER'S** billings.

1.8 The **SERVICE PROVIDER** in the performance of its services shall secure, maintain at its own expense all registration, licenses, or permits required by the law, and shall comply with all pertinent rules and regulations. The **SERVICE PROVIDER's** personnel shall take all necessary precautions for the safety of all persons and properties within their area of work and shall comply with all the standards and established safety regulations, rules and practices.

1.9 The **SERVICE PROVIDER** shall provide the personnel with appropriate uniforms, protective gear if necessary and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.

1.10 The **SERVICE PROVIDER** shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.

II- SPECIFIC CONDITIONS

Each area shall be cleaned to the service specification as detailed in the table below:

DESCRIPTION OF TASK	FREQUENCY *
<ul style="list-style-type: none"> • The checking of all comfort rooms for cleanliness, odor, and supplies; • The conduct of area checking as designated to specific janitors; 	Hourly
<ul style="list-style-type: none"> • Periodic sweeping, spot scrubbing, wet mopping and polishing of all floor premises and wiping of all glass doors and walls; • Periodic cleaning, dusting and polishing of all office furniture and equipment including emptying of all sand urns and disposal of garbage. • Cleaning and sanitizing of toilets lavatories, wash rooms and bathrooms which shall include of special disinfecting agents of commands, urinal and other fixtures with a special and high-quality disinfecting agent; • The tending of the ground, dusting of all indoor plants' leaves, and watering of outdoor plants; • Attend to ground maintenance, grass cutting and trimming of lawns within the premises; • Collection of garbage from all offices • General cleaning of sidewalks, yards, parking spaces and areas surrounding the building and the cleaning of the perimeter area by all the janitorial staff at 10 AM 	Daily

<ul style="list-style-type: none"> • Perform other similar tasks as may be necessary and related to daily routing operations; 	
<ul style="list-style-type: none"> • General cleaning of the entire office premises which includes stripping and scrubbing off of old wax, applying new coat and polishing the same; • General cleaning of all sets of furniture and office equipment which consists of dusting, wiping, spot scrubbing, application of high grade solution and polishing the same; • General cleaning of all waste receptacles, waste cans; • General cleaning of all comfort rooms; • Cleaning of all inside office interior and exterior glass walls and doors as well as the washing of venetian/vertical blinds; • Watering of and ensuring the exposure to sunlight of indoor plants within the premises; • General cleaning of outside walks, yard, parking spaces and areas surrounding the building; • Trimming of flowers and other plants; • Maintain/rearrange indoor plants at the lobby, first floor, hallways and concerns (on all floors) of the Field Office main building; • The watering of and ensuring the exposure to sunlight of indoor plants within the premise; • Perform other related weekly periodic operations which are usually necessary and desirable; • Spraying of insecticide using high-quality and environmentally-friendly products; 	Weekly(Every Saturdays)
<ul style="list-style-type: none"> • Provide ground maintenance to include grass cutting and trimming of plants and landscaping of the areas around the building; 	Twice Weekly Services
<ul style="list-style-type: none"> • Thorough 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; • General cleaning of window glasses, air conditions and spouts, vacuum cleaning and shampooing of carpets and officer’s executive and visitor chairs, cleaning of wall ceilings and diffusers and cleaning of electric fans; • Provide the offices of the Regional Director including two (2) restrooms in each floor of the Field Office main building and annex building with bath soap (regular size) for the staff, and room deodorizers for every room; • Provide custodial services such as general washing of beddings of the office and table cloths, seat cover and the likes for the regional office and washing of dishes/glasses used by Regional Director & visitors; • Conduct of fogging services quarterly; • Pest control services monthly; 	Monthly (Every first Saturday of the month)

<ul style="list-style-type: none"> • Conduct of general cleaning of building windows once a year • Cleaning of water tank every semester 	
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Note:

**Frequency maybe changed during the contract implementation upon instruction of the Head of General Services Section*

2.1 Service Standard

Deployed janitorial personnel shall be professional, courteous and sensitive to the client’s needs at all times.

The expected standard after cleaning and waste collection is as follows:

Office Areas

- a. All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris
- b. All waste receptacles empty

NOTE: Papers, files and electronic equipment will not be removed or adjusted while cleaning (where applicable) unless prior permission has been obtained from the employee concerned.

Washrooms and Toilets

- a. All surfaces, fixtures and fittings up to normal cleaning height should be free from dust, stains and debris
- b. All sanitary fittings should be free from grime

III- Other Provisions

1. The **SERVICE PROVIDER** shall prepare regular reports on the day-to-day operations especially problems encountered with the service;
2. Said reports shall be submitted weekly/monthly/quarterly during meetings held at the Administrative Division – General Services Section
3. The **SERVICE PROVIDER** shall finalize monthly reports on the progress of implementation to be attached to its monthly billings.

IV -Contract Duration and Schedule

The contract shall be for a period of eight (8) months effective May 1, 2024, to December 31, 2024 unless sooner terminated by the DSWD by giving the other a written notice of one month before the intended date of termination of the contract;

Following the guidelines on the Regular and Recurring Services, the agency shall evaluate the performance of the service provider for possible renewal of its contract based on the mandatory performance criteria provided below;

	Performance Criteria	Weight
I.	Conformity to Technical Requirements	25
II.	Timeliness in the delivery of Services	25
III.	Behavior of Personnel	20
IV.	Response to Complaints	20
V.	Compliance with set office policies for such services	10
		100

The Service Provider must attain at least a “**Satisfactory**” rating at **80 points** for possible recommendation for the renewal of the contract for the proceeding years. The Service Provider must not be a Blacklisted Entity at the time of the conduct of the performance evaluation until the signing of the renewal of contract.

The Service Provider shall undergo a periodic review using the above cited criteria to ensure compliance with the technical specifications as well as the other terms and conditions imposed by the DSWD MIMAROPA during the contract period.

Further, a mid term assessment or evaluation of the performance of the Service Provider . Based on its assessment , the DSWD MIMAROPA may terminate the contract for failure of the contractor to perform its obligations thereon.

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

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

Section VIII.

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**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (**Please attach the copy of Contract/ Purchase Order and Certificate of Completion and Acceptance or Official Receipt/Collection Receipt/Sales Invoice;** **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) 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

- (k) 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.

II. FINANCIAL COMPONENT ENVELOPE

- (l) Original of duly signed and accomplished Financial Bid Form; **and**
- (m) Original of duly signed and accomplished Price Schedule(s).

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.

BID FORM
(shall be submitted with the Bid)

To : Chairperson

Bids and Awards Committee
DSWD Field Office MIMAROPA
1680 F.T Benitez cor Malvar Sts, Malate ,Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform the **Provision of Janitorial Manpower Services for FY 2024** in conformity with the said PBDs for the sum of:

(Bid Amount in Words and Figures)

or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

We certify that we comply with the eligibility requirements pursuant to the PBDs. The undersigned is authorized to submit the bid on behalf of [**name of the bidder**] as evidenced by the attached [**state the written authority**].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule
(shall be submitted with the Bid)

Name of Bidder _____

Project Identification: DSWD4B-2024-001

Regional Office: Malate, Manila

Particulars	No. of Janitorial Personnel	Monthly Rate (in Php)	Annual Rate (in Php)
A. Wage , COLA , Leave Benefits , 13th Month Pay			
Basic Wage Rate/Month	5		
Vacation /Sick Leave Benefits	5		
13 th Month Pay	5		
B. Employer's Share to Govt in favor of the Janitor			
SSS Premium (Circular 22-P ER Contribution Only)	5		
PHILHEALTH Premium (Employer's Share)	5		
PAG-IBIG Fund Premium	5		
ECC	5		
C. Total Compensation (A+B)			
D. Administrative and Operating Overhead and Margin, including Cost for Cleaning Equipment/Tools/Supplies			
E. Total Compensation and Administrative and Operating Overhead and Margin, including Cost for Cleaning Equipment /Tools/Supplies (C+D)			
F. VAT			
G. Total Cost inclusive of VAT (E+F)			
H. GRAND TOTAL			

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule
(shall be submitted with the Bid)

Name of Bidder _____

Project Identification: DSWD4B-2024-001

Provincial Offices (Occidental Mindoro ,Or. Mindoro Marinduque, Romblon, Palawan)

Particulars	No. of Janitorial Personnel	Monthly Rate (in Php)	Annual Rate (in Php)
A. Wage , COLA , Leave Benefits , 13th Month Pay			
Basic Wage Rate/Month	10		
Vacation /Sick Leave Benefits	10		
13 th Month Pay	10		
B. Employer's Share to Govt in favor of the Janitor			
SSS Premium (Circular 22-P ER Contribution Only)	10		
PHILHEALTH Premium (Employer's Share)	10		
PAG-IBIG Fund Premium	10		
ECC	10		
C. Total Compensation (A+B)			
D. Administrative and Operating Overhead and Margin, including Cost for Cleaning Equipment/Tools/Supplies			
E. Total Compensation and Administrative and Operating Overhead and Margin, including Cost for Cleaning Equipment /Tools/Supplies (C+D)			
F. VAT			
G. Total Cost inclusive of VAT (E+F)			

H.GRAND TOTAL			
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Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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]

Contract Agreement Form for the Procurement of Goods (Revised)

*[Not required to be submitted with the Bid, but it shall be submitted within ten
(10) days after receiving the Notice of Award]*

CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20__ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

