



Republic of the Philippines
Department of Migrant Workers
OVERSEAS WORKERS WELFARE ADMINISTRATION
Regional Welfare Office 7
Lower Ground Flr. Machay Bldg., Gorordo Ave., Cebu City

PHILIPPINE BIDDING DOCUMENTS

Bidding for the Provision of Janitorial and Other Support Services for CY 2023

**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.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders.....	12
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	20
1. Scope of Contract	21
2. Advance Payment and Terms of Payment	21
3. Performance Security	21
4. Inspection and Tests	21
5. Warranty	22
6. Liability of the Supplier	22
Section V. Special Conditions of Contract	23
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	27
Section VIII. Checklist of Technical and Financial Documents	37

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

Notes on the Invitation to Bid

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

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

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

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



INVITATION TO BID FOR THE PROVISION OF JANITORIAL AND OTHER SUPPORT SERVICES FOR CY 2023

1. The **OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA)**, through the **General Appropriations Act 2022** intends to apply the sum of **Eight Hundred Ninety One Thousand Nine Hundred Seventy One and Seventy Eight Centavos (Php 891,971.78), 01-2023, Bidding for the Provision of Janitorial and Other Support Services for CY 2023**, being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The **OWWA** now invites bids for the above Procurement Project. Delivery of service is required by **May 2, 2023**. Bidders should have completed, within **the last two (2) 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.

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 **OWWA BAC Secretariat and/or End-User**. The Bidding Documents can be viewed at the OWWA website at www.owwa.gov.ph click the “Bids and Awards” icon.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **13 March 2023** 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 **One Thousand Pesos (Php1,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or by facsimile, or through electronic means. (See attached Guidelines on the Payment of Fees).

6. The **OWWA** will hold a Pre-Bid Conference on **23 March 2023, 10:00 a.m.** face to face, which shall be open to prospective bidders. (See attached Guidelines on the Conduct of Pre-Bid Conference).
7. Bids must be duly received by the BAC Secretariat through personal hand carry, courier, online or electronic submission on or before **29 March 2023, 10:00 a.m.** Late bids shall not be accepted. (See attached Guidelines on Bid Submission).
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 **5 April 2023, 10:30 a.m.,** face to face. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **OWWA** 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:


Name of officer : *Geraldine M. Elopre*
Name of office : *Overseas Workers Welfare Administration*
Address : *Lower Ground Flr. Machay Bldg., Gorordo Ave.*
Cebu City
Telephone number : *(032) 254-3199*
0917-624-9113
Email address : ***region7@owwa.gov.ph***
region7bac@gmail.com

Name of End-user : *Neste Joy A. Acera*
Name of office : *Overseas Workers Welfare Administration*
Contact number : *(032) 254-3199*
0917-624-9113
Email address : ***region7@owwa.gov.ph***
region7bac@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents: www.bidding.owwa.gov.ph

For online bid submission: *Please check attached Guidelines on the bid submission*


REYNALDO B. JACALAN
 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, **OWWA** wishes to receive Bids for the **Bidding for the Provision of Janitorial and Other Support Services for CY 2023**, with identification number **01-2023**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **CY 2023** in the amount of **Php891,971.78**

2.2. The source of funding is:

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing 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 **the last two (2) years** provided in paragraph 2 of the **IB** 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 the **BDS**.

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 Declaration¹ 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 (120) calendar days from the date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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.

¹ 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.

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

- 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Janitorial and Other Support Services. b. completed within the last two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Not Applicable
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than Twenty Two Thousand Four Hundred Forty Four Pesos and Ninety Nine Centavos (Php 22,444.99) or two percent (2%) of ABC, 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 Fifty Six Thousand One Hundred Twelve Pesos and Forty Seven Centavos (Php 56,112.47) or five percent (5%) of ABC if bid security is in Surety Bond.
19.3	Not Applicable
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<p><i>Additional requirements/instructions relevant to the project :</i></p> <p>Bidder must also submit the following:</p> <p>Photocopy of certificate of registration from DOLE 7 in compliance with Department Order No. 174 Series of 2017</p> <p>Certificate that the bidder has pending/no pending case/s with any of the following agencies:</p> <ul style="list-style-type: none"> • Department of Labor and Employment (DOLE 7) • National Labor Relations Commission (NLRC 7) • National Conciliation Mediation Board (NCMB 7)

During the post qualification, the TWG shall verify, validate and ascertain the certification made by the bidder with the Lowest Calculated Bid with the abovementioned agencies. The TWG shall secure clearance of the bidder from these agencies.

Certification and/or ***Proof of Payments of Remittances*** that bidder regularly remits mandated premiums to the following:

- Social Security System (SSS)
- Philippine Health Insurance Corporation (Philhealth)
- ECC
- Pag-Ibig Fund

During the post qualification, the TWG shall verify, validate and ascertain the certifications made by the bidder with the Lowest Calculated Bid with the abovementioned agencies. The TWG shall secure clearances of the bidder from these agencies.

Sworn Statement that the bidder has good citizenship record. It should not be found guilty, of a final judgment, for violation of the provisions of labor code and other pertinent labor laws, within two (2) years from the submission of the Bid.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitations 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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>Additional requirements for the completion of this Contract:</i></p> <p>A. The Service Provider shall submit to OWWA its monthly billing within ten (10) days of the following months, together with the following documents:</p> <ol style="list-style-type: none"> 1. Daily time records; 2. Certification showing that actual services have been rendered by the personnel for the billing period being claimed. Billing for overtime services shall be accompanied by a certification of rendition of overtime duly approved/issued by the General Administrative Service; and accomplishment report duly certified by the head unit/division where the overtime service has been rendered. 3. Proof of payment of the salaries, wages and/or benefits of all its personnel from the previous billing period. 4. Photocopy of Official Receipt (OR) of remittances to SSS/Philhealth/ECC/Pag-Ibig Fund premiums/payments and other deductions/contributions required or authorized by law. The OR shall be supported by a list of the personnel whose premiums/payments and other deductions/contributions were remitted and the amount of remittance for each personnel. 5. Certification that the salaries and other fringe benefits of personnel for the preceding month have been paid without any unlawful deductions. 6. Daily Report on the Running Condition of the Equipment's supplied by the agency prepared by the In-House Supervisor and signed and certified by the Supply Officer/Supply Officer-Alternate. <p style="text-align: center;">Late submission of the billing statement within the prescribe period may be ground for the issuance of an unsatisfactory performance rating of the Service Provider.</p> <p>B. The Service Provider shall pay the salaries, allowances and other benefits of all the personnel assigned under the Contract in accordance with the existing laws, rules and regulations. Payment of salary shall be done through ATM, on or before the 10th and 25th day of the month.</p> <p>Salary may be increased or decreased by the mutual agreement of both parties in depending upon changes in the cost of labor, and applicable laws and regulations as implemented by the Department of Labor and Employment and other Government agencies. Both parties shall agree that the said changes shall be effected without the necessity of executing a</p>

	<p>Supplemental Contract, except in cases where the compensation for the additional personnel exceeds twenty-five percent (25%) of the total amount provided in the Contract.</p> <p>C. OWWA shall pay the Service Provider's monthly billing rate within twenty (20) days from receipt of the corresponding bill covering the services already rendered, subject to its usual accounting and auditing laws, rules and regulations and the submission by the Service Provider of the documents enumerated in Section A, Article VI and provided that the Service Provider has complied with all the provisions of the contract.</p>
2.2	Not Applicable
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

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.	Janitorial and Other Support Services a. Office Clerk – 3 b. Driver – 2 c. Messenger – 1 d. Janitor – 1	1 lot	1	Eight (8) months upon receipt of the Notice to Proceed

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
TERMS OF REFERENCE		
<p>I. RATIONALE</p> <p>The Overseas Workers Welfare Administration (OWWA) VII commits to the promotion and protection of the welfare and interest of the OFWs and their families through the continual improvement of its programs and services, systems and procedure and to ensure the viability of its fund. To be able to efficiently deliver its services, the OWWA requires a Service Provider who is capable of supplying janitorial and support services to augment its regular plantilla at the Regional Welfare Office located at the Lower Ground Flr., Machay Bldg., Gorordo Ave., Cebu City.</p>		

II. TECHNICAL PARAMETERS

A. STABILITY

1. **MINIMUM SERVICE TRACK RECORD:** The Service Provider should have a minimum of five (5) years' experience in providing not only janitorial services but also other support services, such as clerical staff and Driver. It should not have any record of service contract pre-termination for whatever cause.
2. **LIQUIDITY OF THE CONTRACTOR:** The Service Provider should be in good financial standing and must have a liquidity ratio of at least 1:1.
3. **ORGANIZATIONAL SET-UP:** The Service Provider must have enough number of personnel and staff in the office to be able to attend to the administrative needs of its workers deployed in different offices and it must be managed by professionals who have a good background on personnel management.
4. **GOOD CITIZENSHIP RECORD:** It should not have been found guilty, by final judgment, for violation of the provisions of labor code and other pertinent labor laws, within two (2) years from the submission of this Bid.

B. RESOURCES

1. **NUMBER AND KIND OF HOUSEKEEPING EQUIPMENT:** The Service Provider should maintain various housekeeping equipment such as, but not limited to, vacuum cleaner, floor polisher, glass squeegee and the like.

C. HOUSEKEEPING PLAN

The Service Provider should be able to develop a housekeeping plan which is in accordance to the requirements of the client organization. It should provide an overview of the housekeeping requirements of the client organization and describe the plan or actions in order to meet those requirements. Further, it should also be updated and revised as needed to reflect changing circumstances.

D. OTHER FACTORS

1. **RECRUITMENT AND REQUIREMENTS CRITERIA:** The personnel of the Service Provider must be able to meet the qualification requirements mentioned in Item IV of this agreement.

2. **COMPLETENESS OF UNIFORMS:** The Service Provider must supply the uniforms of janitors, office personnel and drivers.

The Service Provider shall provide all the regular personnel including relievers assigned to OWWA with the following minimum sets of uniform at no cost to the personnel:

1. Janitor 4 - sets upper (2- Polo and 2 – Polo Shirt / Blouse with Service Provider Logo
2. Messenger - 4 - sets upper (2- Polo and 2 – Polo Shirt / Blouse with Service Provider Logo
3. Office Clerk 4 – sets Polo/Blouse (without Service Provider Logo)
4. Service Driver 4 – sets Polo Barong with Service Provider logo

The clerical personnel shall wear appropriate office attire following the prescribed color scheme for OWWA uniform. Any personnel not wearing the proper uniform should be penalized accordingly by the service provider.

3. **CODE OF CONDUCT:** The Bidder must have a written Code of Conduct that sets clear standards of behavior for the personnel whom it intends to assign in OWWA. These standards shall apply to their personnel who will be deployed in OWWA. It should include commitments that personnel will:

- Respect, protect and uphold the values espoused at OWWA at all times;
- Maintain high standards of conduct and ethical behavior;
- Uphold the virtues of being a good Filipino citizen;
- Respect of the rights of others and the rule of Law; and
- Maintain regular attendance and punctuality;

Any personnel deployed by the Service Provider to OWWA who violates any of the Standards specified in the Service Provider Employee Handbook shall be dealt with accordingly.

III. PERSONNEL TO BE PROVIDED

The Service Provider shall provide OWWA with EIGHT (8) personnel, broken down as follows:

PERSONNEL POSITION	NUMBER
Janitor/Janitress	1
Messenger	1
Office Clerk	3
Drivers	2
TOTAL	7

The PERSONNEL to be assigned in OWWA must possess the appropriate educational and skills qualifications, experience, physically and

<p>mentally fit and with no derogatory record. They shall render services to OWWA eight (8) hours a day, five (5) days a week from Monday to Friday. No services shall be rendered during legal and special holidays, except when necessary or when the exigency of service so requires.</p> <p>OWWA reserves the right to increase / decrease the number of personnel to be deployed by the Service Provider as it deems necessary. The increase of personnel shall be effective within five (5) days after receipt of the request from OWWA which was approved by the Administrator indicating the approved budget for this purpose.</p> <p>SUPERVISION AND CONTROL</p> <p>The Service Provider is the employer of all the personnel assigned under the Contract and shall be primarily responsible and liable for strict compliance with all pertinent labor legislations, rules and regulations.</p> <p>The Supply Officer/Supply Officer-Alternate or his duly authorized representative shall exercise direct supervision, coordination and monitoring of the Service Provider’s compliance to the minimum labor standards in accordance with law, concerning the workers deployed to OWWA premises;</p> <p>The winning bidder shall submit to OWWA upon receipt of Notice of Award and Notice to Proceed the bio-data with picture of all personnel to be deployed to OWWA.</p> <p>If the OWWA determines that the assigned personnel is unable or incapable of performing assigned duties or is not in compliance with the specified qualifications requirements, it shall require the agency for a replacement within twenty four (24) hours.</p> <p>The proposed replacement personnel shall meet the minimum qualifications requirements and experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to OWWA. Bio-data and reference(s) shall be submitted to OWWA for the proposed replacement(s). OWWA may reject any replacement if references or past working performance is questionable or if conduct is deemed unsatisfactory.</p>	
<p>IV. MINIMUM QUALIFICATIONS OF PERSONNEL</p> <p>1. Office Clerk</p> <ul style="list-style-type: none"> - At least college level or a graduate of office-work related course; - Of good moral character and without criminal or police records and must present Bio-Data, Barangay, Police & NBI Clearance; - Physically fit not less than 21 years of age; with complete medical clearance (including drug test and Hepa B); - Must be computer literate and can prepare draft communications and/or report in Microsoft Word and/or Microsoft Excel; 	

- Must have average communication skills in both English and Pilipino;
- Can manage sorting and filing documents in the place of assignment;
- Can answer phone calls and perform other duties that may be given from time to time;

2. Janitors

- Must be at least high school graduate;
- Of good moral character and without criminal or police records and must present Bio-Data, Barangay, Police & NBI Clearance;
- Physically fit not less than 21 years of age; with complete medical clearance (including drug test and Hepa B);
- Must be responsible and can work with minimum supervision;
- Must be familiar with the use and operation of cleaning tools and equipment;
- Must be honest and punctual;
- Must be able to understand and carry-out simple cleaning assignments;

3. Messenger

- Must be at least high school graduate;
- Of good moral character and without criminal or police records and must present Bio-Data, Barangay, Police & NBI Clearance;
- Physically fit not less than 21 years of age; with complete medical clearance (including drug test and Hepa B);
- Familiarity with the layout of your general delivery area.
- Excellent verbal communication and interpersonal skills.
- Ability to manage multiple tasks within given time frames.
- Good planning and decision-making abilities.
- Physically agile with the capacity to remain active for extended periods.
- Availability to work evenings, weekends, and public holidays.

4. Drivers

- At least high school graduate;
- Of good moral character and without criminal or police records and must present Bio-Data, Barangay, Police & NBI Clearance;
- Physically fit not less than 21 years of age; with complete medical clearance (including drug test and Hepa B);
- Must hold the appropriate driver's license;
- Must be able to perform vehicle cleaning and washing as may be required;
- Must have excellent hearing and eye-sight;
- Must not be more than 55 years old;
- Must have at least three (3) years driving experience;
- Must be able to perform simple vehicle troubleshooting and repairs;

IV. SERVICE REQUIREMENTS

A. JANITORIAL, SANITATION, MAINTENANCE AND RELATED SERVICES

The Service Provider shall provide personnel to perform janitorial, sanitation, maintenance and related services to cover the OWWA Regional Office and its premises at Lower Ground Floor, Machay Bldg., Gorordo Ave., Cebu City. The areas and properties to be serviced shall be limited to common areas of the building, including the comfort and wash rooms, corridors, lighting and other fixtures, equipment and outside premises, including the covered walks, pavements and the landscape.

B. DRIVERS

The Service Provider shall also provide driving services to the OWWA clients including its authorized officials and staff. This shall include daily cleaning and washing and checking the vehicles to ensure that they are all in good running condition.

VI. BILLING AND PAYMENT

A. The Service Provider shall submit to OWWA its monthly billing within ten (10) days of the following months, together with the following documents:

1. Daily time records;
2. Certification showing that actual services have been rendered by the personnel for the billing period being claimed. Billing for overtime services shall be accompanied by a certification of rendition of overtime duly approved/issued by the Supervising Administrative Officer; and an accomplishment report duly certified by the head unit/division where the overtime service has been rendered.
3. Proof of payment of the salaries, wages and/or benefits of all its personnel from the previous billing period.
4. Photocopy of Official Receipt (OR) of remittances to SSS/Philhealth/ECC/Pag-Ibig Fund premiums/payments and other deductions/contributions required or authorized by law. The OR shall be supported by a list of the personnel whose premiums/payments and other deductions/contributions were remitted and the amount of remittance for each personnel.
5. Certification that the salaries and other fringe benefits of personnel for the preceding month have been paid without any unlawful deductions.

Late submission of the billing statement within the prescribe period may be ground for the issuance of unsatisfactory performance rating of the Service Provider.

B. The Service Provider shall pay the salaries, allowances and other benefits of all the personnel assigned under the Contract in accordance with the existing laws, rules and regulations. Payment of salary shall be done through ATM, on or before the 10th and 25th day of the month.

<p>Salary may be increased or decreased by the mutual agreement of both parties in depending upon changes in the cost of labor, and applicable laws and regulations as implemented by the Department of Labor and Employment and other Government agencies. Both parties shall agree that the said changes shall be effective without the necessity of executing a Supplemental Contract, except in cases where the compensation for the additional personnel exceeds twenty five percent (25%) of the total amount provided in the Contract.</p> <p>C. OWWA shall pay the Service Provider’s monthly billing rate within twenty (30) days from receipt of the corresponding bill covering the services already rendered, subject to its usual accounting and auditing laws, rules and regulations and the submission by the Service Provider of the documents enumerated in Section A, Article VI and provided that the Service Provider have complied with all the provisions of the contract.</p>	
<p>VII. OTHER DOCUMENTARY REQUIREMENTS FOR CONTRACT PREPARATION</p> <p>Aside from the bidding documents and documents submitted by the winning bidder, the following documents shall be required for the contract preparation and signing:</p> <ol style="list-style-type: none"> 1. Bio-data of all personnel to be assigned to OWWA; 2. Result of drug test and medical exam (i.e. chest x-ray, complete blood count, urinalysis, fecalysis and Hepatitis B surface antigen); 3. NBI Clearance of all Agency personnel to be assigned at OWWA. <p>The above-mentioned documents shall form part of the contract.</p>	
<p>VIII. TAXES</p> <p>The Service Provider shall pay taxes in full and on time failure to do so will entitle OWWA to suspend payments due to the Service Provider.</p> <p>If any condition or provision of this agreement is held invalid or declared to be contrary to law, the validity of the other conditions or provisions shall not be affected thereby.</p> <p>Service Provider reserves the right to assign and/or discount with any financial institution its receivables under this contract without prejudice to the right of the OWWA.</p>	
<p>IX. DURATION OF THE CONTRACT</p> <p>The contract for janitorial and other support services shall be for CY 2022 and may be extended following the condition and procedure prescribed in the GPPB Resolution No. 23-2007 dated 28 September 2007.</p>	

<p>X. PENALTY CLAUSE</p> <p>When the Service Provider fails to satisfactorily provide the required services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Service Provider shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount of equal to one-tenth (1/10) of percent (1%) of the cost of the delayed submission of payment for every day of delay until such payment are finally delivered and accepted by the procuring entity concerned. The procuring entity need not prove that it has incurred actual damages to be entitled to liquidate damages. Such amount shall be deducted from any money due or which may become due to the Service Provider, or collected from any securities or warranties posted by the Service Provider, whichever is convenient to the procuring entity concerned. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.</p>	
<p>XI. APPROVED BUDGET FOR THE CONTRACT</p> <p>An approved budget for the contract (ABC) in the amount equal to <u>EIGHT HUNDRED NINETY-ONE THOUSAND NINE HUNDRED SEVENTY-ONE AND SEVENTY-EIGHT CENTAVOS (Php891,971.78)</u> for a period of Nine (9) months shall be allocated for the contract, subject the provisions of R.A. 9184.</p>	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

- (l) 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

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

