



**PHILIPPINE BIDDING DOCUMENTS**  
**Department of Trade and Industry**  
**Region IV-A**

**Manpower Services for DTI IV-A**  
**Regional and Provincial Offices for CY 2021**  
**(1 Lot – Short of Award)**

**BIDDING NUMBER: 7343256**

**December 10, 2020**

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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 Manpower Services for DTI IV-A Regional and Provincial Offices for CY 2021 (1 Lot – Short of Award)

1. The *Department of Trade and Industry Region IV-A*, through the *National Expenditure Program for 2021* intends to apply the sum of *Two Million Five Hundred Sixty-Nine Thousand Six Hundred Twenty-Five Pesos and Four Centavos (Php 2,569,625.04)* being the ABC to payments under the contract for *Manpower Services for DTI IV-A Regional and Provincial Offices for CY 2021 (1 Lot – Short of Award) (Bidding No.: 7343256)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
  
2. The *Department of Trade and Industry Region IV-A* now invites bids for the above Procurement Project. The delivery of security services is required for the period of one (1) year from January to December 2021. 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.  
  
Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
  
4. Prospective Bidders may obtain further information from *Department of Trade and Industry Region IV-A* and inspect the Bidding Documents at the address given below during *Monday to Friday except holidays, 8:00 AM to 5:00 PM*.
  
5. A complete set of Bidding Documents may be acquired by interested Bidders on *December 10, 2020* 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 *Two Thousand Five Hundred Sixty-Nine Pesos and Sixty-Two Centavos (Php 2,569.62)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting the hard copy or electronic copy of the official receipt.
  
6. The *Department of Trade and Industry Region IV-A* will hold a Pre-Bid Conference on *December 17, 2020, 3:00 PM* through video conferencing via Zoom, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **December 29, 2020, 9:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **December 29, 2020, 9:30 AM** at the given address below and via Zoom video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Department of Trade and Industry Region IV-A** 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:

Josephine G. Lusitro  
Head Secretariat  
Bids and Awards Committee  
Department of Trade and Industry Region IV-A  
3/F Marcelita Building, National Highway,  
Brgy. Real, Calamba City, Laguna 4027  
Tel. No.: (049)545-7571  
Email: JosephineLusitro@dti.gov.ph cc: HarvinBobPuno@dti.gov.ph  
Website: www.dti.gov.ph

12. You may visit the following websites:

View posting: PhilGEPS website (<http://notices.ps-philgeps.gov.ph/main/>)

December 10, 2020

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**MARISSA C. ARGENTE**  
Assistant Regional Director & BAC Chairperson  
DTI Region IV-A – Bids and Awards Committee



## ***Section II. Instructions to Bidders***

## **1. Scope of Bid**

The Procuring Entity, *Department of Trade and Industry Region IV-A* wishes to receive Bids for the *Manpower Services of DTI IV-A Regional and Provincial Offices for CY 2021 (1 Lot – Short of Award)*, with identification number *2020-12-06*.

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for *2021* in the amount of *Two Million Five Hundred Sixty-Nine Thousand Six Hundred Twenty-Five Pesos and Four Centavos (Php 2,569,625.04)*.

2.2. The source of funding is:

NGA, the General Appropriations Act of 2021.

## **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 exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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:

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

The Procuring Entity has prescribed that:

**Subcontracting is not allowed.**

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

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through video conferencing 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.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

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

## 13. Bid and Payment Currencies

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

- 13.2. Payment of the contract price shall be made in:

**Philippine Pesos.**

## **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *April 28, 2021 (120 calendar days upon Opening of Bids)*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Manpower services.</li> <li>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>		
7.1	Subcontracting is not allowed.		
12	The price of the Goods shall be quoted DDP Laguna or the applicable International Commercial Terms (INCOTERMS) for this Project.		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <i>Fifty-One Thousand Three Hundred Ninety-Two Pesos and Fifty Centavos (Php 51,392.50)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>One Hundred Twenty-Eight Thousand Four Hundred Eighty-One Pesos and Twenty-Five Centavos (Php 128,481.25)</i> if bid security is in Surety Bond.</li> </ul>		
19.3	Manpower Services for DTI IV-A Regional and Provincial Offices for CY 2021 (1 Lot – Short of Award).		
	<b>DTI Office</b>	<b>Office Address</b>	<b>Number of Required Personnel</b>
	DTI IV-A Regional Office	3/F Marcelita Bldg., Brgy. Real Calamba, Laguna	5
	DTI Cavite Provincial Office	2 <sup>nd</sup> Floor Government Center Building, Capitol Road, Capitol Compound, Trece Martires	2
	DTI Laguna Provincial Office	Varimco Bldg., Brgy. Banca-Banca, Victoria, Laguna	2
	DTI Batangas Provincial Office	NACIDA Bldg., Old City Hall Compound, B. Morada Ave., Lipa City, Batangas	2
	DTI Rizal Provincial Office	2F Altica Arcade, 83 Circumferential Road Brgy. San Jose, Antipolo City, Rizal	1
	DTI Quezon Provincial Office	2F Grand Central Terminal, Ilayang Dupay, Lucena City, Quezon	1
	<b>Total Number of Personnel Required</b>		<b>13</b>

20.2	<p>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 must present the original copies of the following:</p> <ol style="list-style-type: none"> <li>1. Certificate of PhilGEPS Registration (Platinum Membership)</li> <li>2. Certificate of Business Name or SEC Registration</li> <li>3. Valid Business Permit</li> <li>4. Tax Clearance</li> <li>5. Latest income and business tax returns stamped and received by the BIR</li> <li>6. Original Government-issued ID of Authorized Representative/s and signatories</li> </ol>
21.2	Not applicable.

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The security services shall be provided in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representatives are the following personnel:</p> <p><b>Josephine G. Luistro</b> Chief Administrative Officer DTI IV-A Regional Office Email: JosephineLuistro@dti.gov.ph</p> <p><b>Joan E. San Jose</b> Administrative Officer V DTI IV-A Regional Office Email: JoanSanJose@dti.gov.ph</p>

## ***Section VI. Schedule of Requirements***



## *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
	<b>Manpower Services for DTI IV-A Regional and Provincial Offices for CY 2021 (1 Lot – Short of Award)</b>			one-year contract for the period January – December 2021
1	<b>DTI IV-A Regional Office</b> 3/F Marcelita Building, National Highway, Brgy. Real, Calamba City, Laguna	5	5	
2	<b>DTI Cavite Provincial Office</b> 2/F Government Center Building, Capitol Compound, Trece Martires City, Cavite	2	2	
3	<b>DTI Laguna Provincial Office</b> Varimco Building, Brgy. Banca-Banca, Victoria, Laguna	2	2	
4	<b>DTI Batangas Provincial Office</b> NACIDA Building, Old City Hall Compound, B. Morada Ave., Lipa City, Batangas	2	2	
5	<b>DTI Rizal Provincial Office</b> 2/F Altica Arcade, 83 Circumferential Road, Brgy. San Jose, Antipolo City, Rizal	1	1	
6	<b>DTI Quezon Provincial Office</b> 2/F Grand Central Terminal, Ilayang Dupay, Lucena City, Quezon	1	1	
	<b>I. Other Documentary Requirements</b> 1. Certificate of Registration/Accreditation from DOLE 2. Certificate of pending or no pending labor standards violation case/s			

	<p>issued by the National Labor Relations Commission (NLRC) and Department of Labor and Employment (DOLE)</p> <ol style="list-style-type: none"> <li>3. Certificate of Registration from Social Security System (SSS)</li> <li>4. Certificate of Registration from Pag-IBIG</li> <li>5. Certificate of Registration from PhilHealth</li> </ol>			
	<p><b>II. Service Requirements</b></p> <p>The external provider shall provide the DTI IV-A with the necessary number of personnel. The external provider shall submit a list of personnel to be assigned in DTI IV-A. They should be physically and mentally fit, of good moral character, honest, reliable, competent, and of cooperative disposition. The DTI IV-A, however, reserves the right to demand the immediate replacement of any worker assigned by the external provider to the job whose services will be prejudicial to the interests of the DTI IV-A.</p> <p><b>A. Qualifications</b></p> <ol style="list-style-type: none"> <li>1. The applicant external provider should be serviceable to the areas of one (1) Regional Office and five (5) Provincial Offices of DTI IV-A</li> <li>2. The external provider should be duly registered with the Securities and Exchange Commission (SEC)/Department of Trade and Industry (DTI)/Cooperative</li> </ol>			

	<p>Development Authority (CDA) for at least five (5) years, whichever is applicable. Further, it should be duly registered and accredited by the Department of Labor and Employment (DOLE), as provided under Sections 14, 15, and 16 of the DOLE Department Order No. 18-A series 2011, and it should have an existing and valid business permit and/or clearance from the DOLE and other concerned government agencies to do, perform, and/or engage in the business as herein specified.</p> <p>3. The external provider should have at least five (5) years continuous actual work experience in rendering of manpower services and should have developed a good company reputation for its reliability, efficiency and effectiveness in its work performance.</p> <p>4. The external provider shall provide other data/information relevant to operation such as number of years in business, and if also engaged in related cleaning/sanitizing equipment or system and provision of driving services.</p> <p>5. The external provider shall be able to provide DTI IV-A with the necessary</p>			
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	<p>number of personnel in its six (6) offices and as the need arises obligates itself to post such additional personnel within twenty-four (24) hours upon receipt of request in writing by DTI IV-A.</p> <p>6. The external provider shall properly train and thoroughly screen its personnel prior to deployment, and require them to present favorable police, barangay, and/or NBI clearances and medical certificates attesting to their credibility and physical fitness for the work involved. Further, the external provider assures and warrants that all personnel to be assigned by it to DTI IV-A shall be:</p> <ul style="list-style-type: none"> <li>• Filipino Citizen</li> <li>• Possess the appropriate discipline/educational background relevant to the duties to be performed;</li> <li>• Be of good moral character and reputation, without any criminal or police record; physically and mentally fit to perform their duty;</li> <li>• Have passed the intelligence, aptitude, personality &amp; proficiency tests conducted by the external provider;</li> <li>• Not less than eighteen</li> </ul>			
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	<p>(18) years of age and has not reached the compulsory retirement age of sixty-five (65);</p> <ul style="list-style-type: none"> <li>• Qualified based on the Qualification Standards stated in Annex A.</li> </ul> <p>7. The DTI IV-A reserves the right to examine and screen all personnel to determine whether or not the personnel possessed all the qualifications herein enumerated. Whenever necessary and as requested by the DTI IV-A or its duly authorized representative, the external provider hereby consents and agrees to make available for examination by DTI IV-A, its financial statement, License to Operate, time records, and all pertinent documents.</p> <p><b>B. Scope of Work for each Position</b></p> <p><b>1. Driver</b></p> <ul style="list-style-type: none"> <li>• Render full-time service as Driver/Messenger</li> <li>• Perform messengerial work</li> <li>• May be assigned to do simple office work and other tasks that may be assigned from time to time by the immediate supervisor</li> <li>• Perform other functions as may assigned by the immediate supervisor</li> </ul>			
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	<p><b>2. Utility/Messenger</b></p> <ul style="list-style-type: none"> <li>• Will furnish maintenance, sanitation and utility services for the Regional Office on a daily, weekly and monthly schedule.</li> </ul> <p><u>Daily:</u></p> <ol style="list-style-type: none"> <li>a. Sweeping, brushing, damp-mopping and polishing of all floors;</li> <li>b. Cleaning and dusting of walls, windows and glass partitions;</li> <li>c. Cleaning, disinfecting, sanitizing and deodorizing of toilets, lavatories and washrooms;</li> <li>d. Cleaning of Office equipment, furniture, fixtures and counters and;</li> <li>e. Trash and garbage disposal.</li> </ol> <p><u>Weekly:</u></p> <ol style="list-style-type: none"> <li>f. Cleaning and waxing of all floors and;</li> <li>g. Cleaning and dusting of ceilings, light fixtures and corners.</li> <li>h. Thorough general cleaning of the service areas which includes wax stripping.</li> </ol> <p><u>Monthly:</u></p> <ol style="list-style-type: none"> <li>i. General Cleaning of Regional Office</li> </ol> <ul style="list-style-type: none"> <li>• Perform messengerial work and other simple office work that may be assigned from time to time.</li> </ul>			
	<p><b>3. Utility</b></p> <ul style="list-style-type: none"> <li>• Will furnish maintenance, sanitation and utility services for the Regional Office on a daily, weekly and monthly schedule.</li> </ul>			

	<p><u>Daily:</u></p> <ol style="list-style-type: none"> <li>a. Sweeping, brushing, damp-mopping and polishing of all floors;</li> <li>b. Cleaning and dusting of walls, windows and glass partitions;</li> <li>c. Cleaning, disinfecting, sanitizing and deodorizing of toilets, lavatories and washrooms;</li> <li>d. Cleaning of Office equipment, furniture, fixtures and counters and;</li> <li>e. Trash and garbage disposal.</li> </ol> <p><u>Weekly:</u></p> <ol style="list-style-type: none"> <li>f. Cleaning and waxing of all floors and;</li> <li>g. Cleaning and dusting of ceilings, light fixtures and corners.</li> <li>h. Thorough general cleaning of the service areas which includes wax stripping.</li> </ol> <p><u>Monthly:</u></p> <ol style="list-style-type: none"> <li>i. General Cleaning of Regional Office</li> </ol> <ul style="list-style-type: none"> <li>• Perform messengerial work and other simple office work that may be assigned from time to time.</li> </ul>			
	<p><b>III. Work Schedule</b></p> <ol style="list-style-type: none"> <li>1. The external provider shall provide and assign to the DTI IV-A the staff from Monday-Friday and render at least eight (8) hours of work per day or a total of forty (40) hours of work per week or at 8:00 AM to 5:00 PM schedule. The work schedule is subject to change at any time when required by</li> </ol>			

	<p>DTI IV-A and upon written communication with the external provider.</p> <p>2. That in case the government issued an order/memorandum/issuances on the declaration of work suspension, the employee shall receive the whole day work pay.</p> <p>3. That in cases where the DTI IV-A directs the Second Party to provide the necessary support in urgent activities and during special events and projects beyond eight hours, during weekends and/or holidays, the employee has the option to collect his/her rendered overtime services in monetary value or through Compensatory Time-off (CTO for approval of the immediate supervisor and the Head of Agency). The computation of overtime shall be as follows:</p> <ul style="list-style-type: none"> <li>• Weekends/Special Holiday = Daily Rate x 1.30</li> <li>• Regular Holiday = Daily Rate x 2</li> </ul>			
	<p><b>IV. Personnel Matters</b></p> <p>1. The DTI IV-A shall recommend the existing contract of service staff subject to recruitment and selection process of the servicing agency.</p>			



	<p>2. The external provider shall provide the following documents:</p> <ul style="list-style-type: none"> <li>a. Pre-employment examination results to DTI IV-A</li> <li>b. Copy of employment requirements submitted by the staff, and</li> <li>c. Result of drug test (to be conducted annually)</li> </ul> <p>3. The DTI IV-A may exercise its right to choose among the endorsed applicants of the external provider with skills, knowledge, abilities, and experiences that fit the job description.</p> <p>4. The personnel shall be assigned by the external provider to DTI IV-A. They are required to observe the DTI IV-A's office rules and regulations and must conduct themselves in a manner appropriate for a government employee (even if there is no employer-employee relationship) as they are serving as part of the organization.</p> <p>5. That it is understood that this contract does not create an employer--employee relationship between the DTI-4A and the personnel. Moreover, the services rendered hereunder are not considered and will not be accredited as government service; and that the latter</p>			
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	<p>is not entitled to benefits enjoyed by the regular personnel of DTI IV-A.</p> <p>6. That the personnel shall be paid every 5<sup>th</sup> and 20<sup>th</sup> of each month not less than the prescribed 2020 First Tranche Monthly Salary Schedule for Local Government Personnel for their monthly salary/service fee. Please see attached Annex A.</p> <p>7. The external provider shall ensure the following benefits are provided:</p> <ul style="list-style-type: none"> <li>a. 13<sup>th</sup> Month Pay</li> <li>b. At least five (5) Days Paid Leave (Unused leave may be converted to cash at the end of the calendar year)</li> <li>c. Separation Pay (as stipulated in the DOLE rules and regulations; <u>to be billed to DTI IV-A</u>)</li> </ul> <p>8. The external provider shall pay the personnel all benefits required by law.</p> <p>9. The external provider shall provide DTI IV-A the list of benefits to be given to the assigned personnel, including those that are company-initiated.</p> <p>10. The external provider shall provide DTI IV-A a copy of semestral performance evaluation of the assigned staff every June and November of the current year.</p>			
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	<p>11. The DTI IV-A has the right to request that the assigned personnel be relieved from DTI IV-A and be replaced immediately in case of violation of the rules and regulations as well as internal policies of DTI IV-A, or for any other reasonable cause such as, but not limited to:</p> <ul style="list-style-type: none"> <li>a. If the personnel elect to terminate his/her services;</li> <li>b. If the program/project/activities for which the personnel were hired is cancelled or if there are no more funds to justify the continued hiring of the Second Party;</li> <li>c. If the personnel worker falls short of the standards in terms of performing the assigned duties and responsibilities;</li> <li>d. If the personnel violate any policy being implemented by the DTI; and</li> <li>e. Any other justifiable reason.</li> </ul> <p>12. That the employee shall not at any time communicate to any person or entity any confidential information acquired in the course of the services. For this purpose, "confidential information" means any information or knowledge acquired by the First Party and/or its personnel arising</p>			
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	<p>out of, or in connection with the performance of the services under this Contract that is not otherwise available to the public.</p> <p>The service provider must ensure that a Deed of Assignment, provided by DTI IV-A, is signed by the employee as an annex to the employment contract. It shall provide that in exchange of the salary received, the employee shall assign all its Intellectual Property rights to DTI IV-A which are related to the project outputs during the course of employment.</p> <p>13. The personnel, through the external provider, agrees to execute all documents, and do all acts as may be deemed necessary by DTI IV-A, to give effect to these terms.</p> <p>14. The personnel must secure clearance for all accountabilities at the end of his/her assignment in DTI IV-A. The contractor must ensure that the assigned personnel shall secure necessary clearances for all accountabilities at the end of his/her assignment in DTI IV-A or in case of voluntary resignation or retirement. Failure to submit all the required documents and clearances</p>			
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	<p>shall mean withholding of monetary benefits due to the assigned personnel.</p> <p>15. The external provider shall guarantee payment of salaries of staff for the first three (3) months of the contract even prior the release of funds from the DTI IV-A.</p> <p>16. That the employee shall attach the drug test result from a government-accredited drug testing center/clinic/hospital.</p>			
	<p><b>V. Contract Price</b></p> <p>a. Government-mandated contributions such as SSS, PhilHealth and HDMF (PAG-IBIG) contributions or other similar increase mandated by the appropriate government authority.</p> <p>b. Additional work (OT) required by DTI IV-A or deductive work (under time and absences). The total cost of additive work or deductive work shall be based on the unit cost specified in the original Contract Price. Total payment for overtime services within the contract period shall not exceed Seven Hundred Seventy Thousand Eight Hundred Eighty-Seven Pesos and Fifty-One Centavos <u>Php 770,887.51</u> (to be billed to DTI IV-A).</p>			

	<p>c. Any salary adjustment prescribed in Salary Standardization Law in effect of any succeeding DBM and other related issuances shall subject to the approval of the Procuring Entity and to availability of funds.</p>			
	<p><b>VI. Contract Period</b></p> <p>1. The term of the contract shall be effective for a period of 12 months commencing on the first working day of January 2021 and ending on 31 December 2021.</p> <p>2. For positions that are required for less than 12 months, DTI IV-A shall notify the external provider in writing on the specific start date of said positions and shall not exceed the contract period of the external provider.</p> <p>3. The DTI IV-A reserves the right to terminate the contract in case the external provider fails to fulfill any of the obligations set forth in this contract. In case of termination, a thirty (30) day notice shall be made by DTI IV-A.</p>			
	<p><b>VII. Performance Security</b></p> <p>The external provider shall post the required performance security prior to the signing of contract as</p>			

	<p>prescribed by the Government Procurement Reform Act and its Implementing Rules and Regulations.</p>			
	<p><b>VIII. Confidentiality</b></p> <p>The DTI IV-A and the external provider shall hold in strict confidence all information furnished by one to the other and shall not disclose the same to any third party without the prior written consent of the other party to the party providing such confidential information. The DTI IV-A and the external provider shall sign a non-disclosure agreement to effect this provision. In addition, the external provider shall extend such agreement with all employees to be assigned to DTI IV-A by requiring the signing of similar document. The external provider shall furnish the DTI IV-A a copy of such document.</p> <p>It is hereby further agreed that both parties shall likewise hold on strictest confidence all information relating to the contract that may be entered into by the parties, and shall not disclose to information unless expressly agreed upon in writing by the parties thereto.</p>			
	<p><b>IX. Other Conditions</b></p> <p>1. Any judicial action to enforce any of the terms stated herein shall be instituted and prosecuted exclusively in the court of appropriate jurisdiction in Calamba City, Philippines.</p>			

	<p>2. The external shall guarantee for the loss or damage of the DTI IV-A's property, unless it has been duly established after investigation that said loss or damage did not result from the act, omission, negligence or fault of the external provider or any of its employees. Such loss or damage must be reported in writing to the external provider within the five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the external provider shall not be made responsible provided that there is no negligence on their part.</p> <p>3. The assigned personnel are the exclusive employees of the external provider and there exists no employer-employee relationship between them and the DTI-4A. As such, claims of any nature, financial or otherwise, by the assigned personnel arising out of and/or in connection with their employment by the external provider shall be the sole responsibility of the latter.</p> <p>4. The personnel to be assigned must be trained and with adequate experience, physically and mentally fit, courteous and</p>			
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	<p>honest, and are provided by the external provider with identification cards.</p> <p>5. The cost of coverage of the assigned personnel for SSS, PhilHealth, PAG-IBIG and other benefits due to them shall be the sole responsibility of the external provider.</p> <p>6. The assigned personnel shall submit to personnel search and spot check by the DTI IV-A's security guards when required, and must observe/abide by all security regulations and requirements of the DTI IV-A.</p> <p>7. Upon the request of DTI IV-A, the external provider shall relieve its assigned personnel with whom DTI IV-A has lost trust and confidence, or who was found inefficient, disobedient or disrespectful or for any other valid or justifiable reason.</p> <p>8. The external provider shall solely liable to any claim for the assigned personnel arising from the performance of their duties and/or in the course of employment or from any civil, criminal, and administrative liability or claim.</p> <p>9. The external provider shall provide a dedicated contact</p>			
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	<p>person who shall be responsible in addressing concerns relative to the implementation of this contract.</p>			
	<p><b>X. Amendment</b></p> <p>1. The DTI IV-A may change the number of positions as well as the positions initially identified under this procurement contract provided that the amendments shall not exceed the contract price and that the position titles are based on the DBM Index of Occupational Services. These changes shall be communicated in writing with the external provider and shall take effect upon the agreement of both parties.</p> <p>2. Any other amendment in terms, conditions, or provisions not stipulated in this document should be covered by a separate agreement as proposed and agreed upon by the DTI IV-A and external provider.</p>			
	<p><b>XI. Separability</b></p> <p>Any part, provision, or representation relative to the contract which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.</p>			

	<p><b>XII. Tie-Breaking Method</b></p> <p>Where, after post-qualification, an occurrence of a tie takes place among bidders determined and declared as the Lowest Calculated and Responsive Bidder (LCRB), the measure to resolve the case is by “toss coin (best of 7)”.</p>			
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## ***Section VII. Technical Specifications***

## Technical Specifications

Item	Specification	Statement of Compliance <i>(Bidders must state here either "Comply" or "Not Comply" in each parameter)</i>
	<b>Manpower Services for DTI IV-A Regional and Provincial Offices for CY 2021 (1 Lot – Short of Award)</b>	
1	<b>DTI IV-A Regional Office – 5 Personnel</b> 3/F Marcelita Building, National Highway, Brgy. Real, Calamba City, Laguna	
2	<b>DTI Cavite Provincial Office – 2 Personnel</b> 2/F Government Center Building, Capitol Compound, Trece Martires City, Cavite	
3	<b>DTI Laguna Provincial Office – 2 Personnel</b> Varimco Building, Brgy. Banca-Banca, Victoria, Laguna	
4	<b>DTI Batangas Provincial Office – 2 Personnel</b> NACIDA Building, Old City Hall Compound, B. Morada Ave., Lipa City, Batangas	
5	<b>DTI Rizal Provincial Office – 1 Personnel</b> 2/F Altica Arcade, 83 Circumferential Road, Brgy. San Jose, Antipolo City, Rizal	
6	<b>DTI Quezon Provincial Office – 1 Personnel</b> 2/F Grand Central Terminal, Ilayang Dupay, Lucena City, Quezon	
	<p><b>I. Other Documentary Requirements</b></p> <ol style="list-style-type: none"> <li>1. Certificate of Registration/Accreditation from DOLE</li> <li>2. Certificate of pending or no pending labor standards violation case/s issued by the National Labor Relations Commission (NLRC) and Department of Labor and Employment (DOLE)</li> <li>3. Certificate of Registration from Social Security System (SSS)</li> <li>4. Certificate of Registration from Pag-IBIG</li> <li>5. Certificate of Registration from PhilHealth</li> </ol>	
	<p><b>II. Service Requirements</b></p> <p>The external provider shall provide the DTI IV-A with the necessary number of personnel. The external provider shall submit a list of personnel to be assigned in DTI IV-A. They should be physically and mentally fit, of good moral character, honest, reliable, competent, and of cooperative disposition. The DTI IV-A, however, reserves the right to demand the immediate replacement of any worker assigned by the external provider to the job whose services will be prejudicial to the interests of the DTI IV-A.</p> <p><b>A. Qualifications</b></p> <ol style="list-style-type: none"> <li>1. The applicant external provider should be serviceable to</li> </ol>	

	<p>the areas of one (1) Regional Office and five (5) Provincial Offices of DTI IV-A</p> <ol style="list-style-type: none"> <li>2. The external provider should be duly registered with the Securities and Exchange Commission (SEC)/Department of Trade and Industry (DTI)/Cooperative Development Authority (CDA) for at least five (5) years, whichever is applicable. Further, it should be duly registered and accredited by the Department of Labor and Employment (DOLE), as provided under Sections 14, 15, and 16 of the DOLE Department Order No. 18-A series 2011, and it should have an existing and valid business permit and/or clearance from the DOLE and other concerned government agencies to do, perform, and/or engage in the business as herein specified.</li> <li>3. The external provider should have at least five (5) years continuous actual work experience in rendering of manpower services and should have developed a good company reputation for its reliability, efficiency and effectiveness in its work performance.</li> <li>4. The external provider shall provide other data/information relevant to operation such as number of years in business, and if also engaged in related cleaning/sanitizing equipment or system and provision of driving services.</li> <li>5. The external provider shall be able to provide DTI IV-A with the necessary number of personnel in its six (6) offices and as the need arises obligates itself to post such additional personnel within twenty-four (24) hours upon receipt of request in writing by DTI IV-A.</li> <li>6. The external provider shall properly train and thoroughly screen its personnel prior to deployment, and require them to present favorable police, barangay, and/or NBI clearances and medical certificates attesting to their credibility and physical fitness for the work involved. Further, the external provider assures and warrants that all personnel to be assigned by it to DTI IV-A shall be: <ul style="list-style-type: none"> <li>• Filipino Citizen</li> <li>• Possess the appropriate discipline/educational background relevant to the duties to be performed;</li> <li>• Be of good moral character and reputation, without any criminal or police record; physically and mentally fit to perform their duty;</li> </ul> </li> </ol>	
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- Have passed the intelligence, aptitude, personality & proficiency tests conducted by the external provider;
- Not less than eighteen (18) years of age and has not reached the compulsory retirement age of sixty-five (65);
- Qualified based on the Qualification Standards stated in Annex A.

7. The DTI IV-A reserves the right to examine and screen all personnel to determine whether or not the personnel possessed all the qualifications herein enumerated. Whenever necessary and as requested by the DTI IV-A or its duly authorized representative, the external provider hereby consents and agrees to make available for examination by DTI IV-A, its financial statement, License to Operate, time records, and all pertinent documents.

**B. Scope of Work for each Position**

**1. Driver**

- Render full-time service as Driver/Messenger
- Perform messengerial work
- May be assigned to do simple office work and other tasks that may be assigned from time to time by the immediate supervisor
- Perform other functions as may assigned by the immediate supervisor

**2. Utility/Messenger**

- Will furnish maintenance, sanitation and utility services for the Regional Office on a daily, weekly and monthly schedule.

Daily:

- Sweeping, brushing, damp-mopping and polishing of all floors;
- Cleaning and dusting of walls, windows and glass partitions;
- Cleaning, disinfecting, sanitizing and deodorizing of toilets, lavatories and washrooms;
- Cleaning of Office equipment, furniture, fixtures and counters and;
- Trash and garbage disposal.

Weekly:

- Cleaning and waxing of all floors and;
- Cleaning and dusting of ceilings, light fixtures and corners.

	<p>h. Thorough general cleaning of the service areas which includes wax stripping.</p> <p><u>Monthly:</u></p> <p>i. General Cleaning of Regional Office</p> <ul style="list-style-type: none"> <li>• Perform messengerial work and other simple office work that may be assigned from time to time.</li> </ul> <p><b>3. Utility</b></p> <ul style="list-style-type: none"> <li>• Will furnish maintenance, sanitation and utility services for the Regional Office on a daily, weekly and monthly schedule.</li> </ul> <p><u>Daily:</u></p> <p>j. Sweeping, brushing, damp-mopping and polishing of all floors;</p> <p>k. Cleaning and dusting of walls, windows and glass partitions;</p> <p>l. Cleaning, disinfecting, sanitizing and deodorizing of toilets, lavatories and washrooms;</p> <p>m. Cleaning of Office equipment, furniture, fixtures and counters and;</p> <p>n. Trash and garbage disposal.</p> <p><u>Weekly:</u></p> <p>o. Cleaning and waxing of all floors and;</p> <p>p. Cleaning and dusting of ceilings, light fixtures and corners.</p> <p>q. Thorough general cleaning of the service areas which includes wax stripping.</p> <p><u>Monthly:</u></p> <p>r. General Cleaning of Regional Office</p> <ul style="list-style-type: none"> <li>• Perform messengerial work and other simple office work that may be assigned from time to time.</li> </ul>	
	<p><b>III. Work Schedule</b></p> <p>1. The external provider shall provide and assign to the DTI IV-A the staff from Monday-Friday and render at least eight (8) hours of work per day or a total of forty (40) hours of work per week or at 8:00 AM to 5:00 PM schedule. The work schedule is subject to change at any time when required by DTI IV-A and upon written communication with the external provider.</p> <p>2. That in case the government issued an order/memorandum/issuances on the declaration of work suspension, the employee shall receive the whole day work pay.</p> <p>3. That in cases where the DTI IV-A directs the Second Party to provide the necessary support in urgent activities and during special events and projects beyond</p>	



	<p>eight hours, during weekends and/or holidays, the employee has the option to collect his/her rendered overtime services in monetary value or through Compensatory Time-off (CTO for approval of the immediate supervisor and the Head of Agency). The computation of overtime shall be as follows:</p> <ul style="list-style-type: none"> <li>• Weekends/Special Holiday = Daily Rate x 1.30</li> <li>• Regular Holiday = Daily Rate x 2</li> </ul>	
	<p><b>IV. Personnel Matters</b></p> <ol style="list-style-type: none"> <li>1. The DTI IV-A shall recommend the existing contract of service staff subject to recruitment and selection process of the servicing agency.</li> <li>2. The external provider shall provide the following documents: <ol style="list-style-type: none"> <li>a. Pre-employment examination results to DTI IV-A</li> <li>b. Copy of employment requirements submitted by the staff, and</li> <li>c. Result of drug test (to be conducted annually)</li> </ol> </li> <li>3. The DTI IV-A may exercise its right to choose among the endorsed applicants of the external provider with skills, knowledge, abilities, and experiences that fit the job description.</li> <li>4. The personnel shall be assigned by the external provider to DTI IV-A. They are required to observe the DTI IV-A's office rules and regulations and must conduct themselves in a manner appropriate for a government employee (even if there is no employer-employee relationship) as they are serving as part of the organization.</li> <li>5. That it is understood that this contract does not create an employer-employee relationship between the DTI-4A and the personnel. Moreover, the services rendered hereunder are not considered and will not be accredited as government service; and that the latter is not entitled to benefits enjoyed by the regular personnel of DTI IV-A.</li> <li>6. That the personnel shall be paid every 5<sup>th</sup> and 20<sup>th</sup> of each month not less than the prescribed 2020 First Tranche Monthly Salary Schedule for Local Government Personnel for their monthly salary/service fee. Please see attached Annex A.</li> </ol>	

	<p>7. The external provider shall ensure the following benefits are provided:</p> <ol style="list-style-type: none"> <li>a. 13<sup>th</sup> Month Pay</li> <li>b. At least five (5) Days Paid Leave (Unused leave may be converted to cash at the end of the calendar year)</li> <li>c. Separation Pay (as stipulated in the DOLE rules and regulations; <u>to be billed to DTI IV-A</u>)</li> </ol> <p>8. The external provider shall pay the personnel all benefits required by law.</p> <p>9. The external provider shall provide DTI IV-A the list of benefits to be given to the assigned personnel, including those that are company-initiated.</p> <p>10. The external provider shall provide DTI IV-A a copy of semestral performance evaluation of the assigned staff every June and November of the current year.</p> <p>11. The DTI IV-A has the right to request that the assigned personnel be relieved from DTI IV-A and be replaced immediately in case of violation of the rules and regulations as well as internal policies of DTI IV-A, or for any other reasonable cause such as, but not limited to:</p> <ol style="list-style-type: none"> <li>a. If the personnel elect to terminate his/her services;</li> <li>b. If the program/project/activities for which the personnel were hired is cancelled or if there are no more funds to justify the continued hiring of the Second Party;</li> <li>c. If the personnel worker falls short of the standards in terms of performing the assigned duties and responsibilities;</li> <li>d. If the personnel violate any policy being implemented by the DTI; and</li> <li>e. Any other justifiable reason.</li> </ol> <p>12. That the employee shall not at any time communicate to any person or entity any confidential information acquired in the course of the services. For this purpose, "confidential information" means any information or knowledge acquired by the First Party and/or its personnel arising out of, or in connection with the performance of the services under this Contract that is not otherwise available to the public.</p>	
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	<p>The service provider must ensure that a Deed of Assignment, provided by DTI IV-A, is signed by the employee as an annex to the employment contract. It shall provide that in exchange of the salary received, the employee shall assign all its Intellectual Property rights to DTI IV-A which are related to the project outputs during the course of employment.</p> <p>13. The personnel, through the external provider, agrees to execute all documents, and do all acts as may be deemed necessary by DTI IV-A, to give effect to these terms.</p> <p>14. The personnel must secure clearance for all accountabilities at the end of his/her assignment in DTI IV-A. The contractor must ensure that the assigned personnel shall secure necessary clearances for all accountabilities at the end of his/her assignment in DTI IV-A or in case of voluntary resignation or retirement. Failure to submit all the required documents and clearances shall mean withholding of monetary benefits due to the assigned personnel.</p> <p>15. The external provider shall guarantee payment of salaries of staff for the first three (3) months of the contract even prior the release of funds from the DTI IV-A.</p> <p>16. That the employee shall attach the drug test result from a government-accredited drug testing center/clinic/hospital.</p>	
	<p><b>V. Contract Price</b></p> <p>a. Government-mandated contributions such as SSS, PhilHealth and HDMF (PAG-IBIG) contributions or other similar increase mandated by the appropriate government authority.</p> <p>b. Additional work (OT) required by DTI IV-A or deductive work (under time and absences). The total cost of additive work or deductive work shall be based on the unit cost specified in the original Contract Price. Total payment for overtime services within the contract period shall not exceed Seven Hundred Seventy Thousand Eight Hundred Eighty-Seven Pesos and Fifty-One Centavos <u>Php 770,887.51 (to be billed to DTI IV-A)</u>.</p> <p>c. Any salary adjustment prescribed in Salary</p>	

	Standardization Law in effect of any succeeding DBM and other related issuances shall subject to the approval of the Procuring Entity and to availability of funds.	
	<p><b>VI. Contract Period</b></p> <ol style="list-style-type: none"> <li>1. The term of the contract shall be effective for a period of 12 months commencing on the first working day of January 2021 and ending on 31 December 2021.</li> <li>2. For positions that are required for less than 12 months, DTI IV-A shall notify the external provider in writing on the specific start date of said positions and shall not exceed the contract period of the external provider.</li> <li>3. The DTI IV-A reserves the right to terminate the contract in case the external provider fails to fulfill any of the obligations set forth in this contract. In case of termination, a thirty (30) day notice shall be made by DTI IV-A.</li> </ol>	
	<p><b>VII. Performance Security</b></p> <p>The external provider shall post the required performance security prior to the signing of contract as prescribed by the Government Procurement Reform Act and its Implementing Rules and Regulations.</p>	
	<p><b>VIII. Confidentiality</b></p> <p>The DTI IV-A and the external provider shall hold in strict confidence all information furnished by one to the other and shall not disclose the same to any third party without the prior written consent of the other party to the party providing such confidential information. The DTI IV-A and the external provider shall sign a non-disclosure agreement to effect this provision. In addition, the external provider shall extend such agreement with all employees to be assigned to DTI IV-A by requiring the signing of similar document. The external provider shall furnish the DTI IV-A a copy of such document.</p> <p>It is hereby further agreed that both parties shall likewise hold on strictest confidence all information relating to the contract that may be entered into by the parties, and shall not disclose to information unless expressly agreed upon in writing by the parties thereto.</p>	
	<p><b>IX. Other Conditions</b></p> <ol style="list-style-type: none"> <li>1. Any judicial action to enforce any of the terms stated</li> </ol>	

	<p>herein shall be instituted and prosecuted exclusively in the court of appropriate jurisdiction in Calamba City, Philippines.</p> <ol style="list-style-type: none"> <li>2. The external shall guarantee for the loss or damage of the DTI IV-A's property, unless it has been duly established after investigation that said loss or damage did not result from the act, omission, negligence or fault of the external provider or any of its employees. Such loss or damage must be reported in writing to the external provider within the five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the external provider shall not be made responsible provided that there is no negligence on their part.</li> <li>3. The assigned personnel are the exclusive employees of the external provider and there exists no employer-employee relationship between them and the DTI-4A. As such, claims of any nature, financial or otherwise, by the assigned personnel arising out of and/or in connection with their employment by the external provider shall be the sole responsibility of the latter.</li> <li>4. The personnel to be assigned must be trained and with adequate experience, physically and mentally fit, courteous and honest, and are provided by the external provider with identification cards.</li> <li>5. The cost of coverage of the assigned personnel for SSS, PhilHealth, PAG-IBIG and other benefits due to them shall be the sole responsibility of the external provider.</li> <li>6. The assigned personnel shall submit to personnel search and spot check by the DTI IV-A's security guards when required, and must observe/abide by all security regulations and requirements of the DTI IV-A.</li> <li>7. Upon the request of DTI IV-A, the external provider shall relieve its assigned personnel with whom DTI IV-A has lost trust and confidence, or who was found inefficient, disobedient or disrespectful or for any other valid or justifiable reason.</li> <li>8. The external provider shall solely liable to any claim for the assigned personnel arising from the performance of</li> </ol>	
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	<p>their duties and/or in the course of employment or from any civil, criminal, and administrative liability or claim.</p> <p>9. The external provider shall provide a dedicated contact person who shall be responsible in addressing concerns relative to the implementation of this contract.</p>	
	<p><b>X. Amendment</b></p> <p>1. The DTI IV-A may change the number of positions as well as the positions initially identified under this procurement contract provided that the amendments shall not exceed the contract price and that the position titles are based on the DBM Index of Occupational Services. These changes shall be communicated in writing with the external provider and shall take effect upon the agreement of both parties.</p> <p>2. Any other amendment in terms, conditions, or provisions not stipulated in this document should be covered by a separate agreement as proposed and agreed upon by the DTI IV-A and external provider.</p>	
	<p><b>XI. Separability</b></p> <p>Any part, provision, or representation relative to the contract which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.</p>	
	<p><b>XII. Tie-Breaking Method</b></p> <p>Where, after post-qualification, an occurrence of a tie takes place among bidders determined and declared as the Lowest Calculated and Responsive Bidder (LCRB), the measure to resolve the case is by “toss coin (best of 7)”.</p>	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall result to automatic disqualification of our bid.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over printed Name of  
Authorized Representative

\_\_\_\_\_  
Date

***Section VIII. Checklist of Technical and  
Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**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

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

#### Financial Documents

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



Capacity (NFCC);

**OR**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class “B” Documents***

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**OR**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

**25 FINANCIAL COMPONENT ENVELOPE**

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

