

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Provision of Support Services for CY 2021

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

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 SUPPORT SERVICES FOR CY 2021

The **Department of Trade and Industry - XI**, through the **General Appropriations Act 2021** intends to apply the sum of **Thirteen Million Four Hundred Seventy Two Thousand Eight Hundred Sixty Six Pesos & 43/100 (Php 13,472,866.43)** 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.

The **Department of Trade and Industry - XI** now invites bids for the above Procurement Project. Delivery of the Goods is required by **January 1 until December 31, 2021**. Bidders should have completed, within **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.

Particulars	ABC (Php)
Support Services for CY 2021	
1) 21 Data Encoder I	3,658,523.90
2) 19 Data Encoder II	3,857,508.22
3) 7 Data Encoder III	1,605,958.13
4) 4 Computer Operator III	812,106.99
5) 10 Service Drivers	1,790,258.05
6) 11 Janitors	1,748,511.14
Total	13,472,866.43

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.

Prospective Bidders may obtain further information from **Department of Trade and Industry - XI** and inspect the Bidding Documents at the address given below during regular office hours.

A complete set of Bidding Documents may be acquired by interested Bidders on **November 16, 2020** from the given address 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 Thirteen Thousand Five Hundred Pesos (Php 13,500.00). The Procuring Entity shall allow

the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

The **Department of Trade and Industry - XI** will hold a Pre-Bid Conference on **November 25, 2020, 9:00 AM** at **DTI-XI Conference Room, 2nd Floor, Mintrade Bldg., corner Sales-Monteverde Streets, Davao City** and through video conferencing via Zoom, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **December 7, 2020, 9:00 AM**. Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Bid opening shall be on **December 7, 2020, 9:30 AM** at the given address below and via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The **Department of Trade and Industry - XI** 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.

For further information, please refer to:

Ms. Sheila Mae T. Toyorada-Tuttuh
Administrative Officer III
Department of Trade & Industry – XI
3F, Mintrade Bldg., Monteverde Corner Sales Sts, Davao City, 8000
Telephone Number: (082) 224-0511 local 311
Fax No. (082) 221-4952
SheilaMayToyorada@dti.gov.ph

November 16, 2020


DEOLLY L. ROQUE
Chairperson
Bids and Awards Committee

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, **Department of Trade and Industry - XI** wishes to receive Bids for the **Provision of Support Services for CY 2021** with identification number **PR 2020-11-357**.

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 2021 in the amount of **Thirteen Million Four Hundred Seventy Two Thousand Eight Hundred Sixty Six Pesos and 43/100 (Php 13,472,866.43)**.

2.2. The source of funding is the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “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 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 videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within two (2) years as 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 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 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 120 calendar days from the date of the 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

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.

- 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 may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the

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

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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> <ul style="list-style-type: none"> a. provision of manpower to government or private sector; b. completed within two (2) years prior to the deadline for the submission and receipt of bids. 																		
7.1	Subcontracting is not allowed.																		
12	<p>For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under the following conditions:</p> <ul style="list-style-type: none"> 1. In extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR; 2. Increase in minimum daily wage pursuant to law or new wage order issued after the date of bidding; 3. Increase in taxes; or 4. If during the term of the contract, the Procuring Entity sees the need for an increase or decrease in the number of personnel, the resulting cost of said increase or decrease. 																		
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> <ul style="list-style-type: none"> a. The amount of not less than Two Hundred Sixty Nine Thousand Four Hundred Fifty Seven Pesos and 33/100 (Php 269,457.33), 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 Six Hundred Seventy Three Thousand Six Hundred Forty Three Pesos and 32/100 (Php 673,643.32) if bid security is in Surety Bond. 																		
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">ABC (Php)</th> </tr> </thead> <tbody> <tr> <td colspan="2">Support Services for CY 2021</td> </tr> <tr> <td>1) 21 Data Encoder I</td> <td style="text-align: right;">3,658,523.90</td> </tr> <tr> <td>2) 19 Data Encoder II</td> <td style="text-align: right;">3,857,508.22</td> </tr> <tr> <td>3) 7 Data Encoder III</td> <td style="text-align: right;">1,605,958.13</td> </tr> <tr> <td>4) 4 Computer Operator III</td> <td style="text-align: right;">812,106.99</td> </tr> <tr> <td>5) 10 Service Drivers</td> <td style="text-align: right;">1,790,258.05</td> </tr> <tr> <td>6) 11 Janitors</td> <td style="text-align: right;">1,748,511.14</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">13,472,866.43</td> </tr> </tbody> </table>	Particulars	ABC (Php)	Support Services for CY 2021		1) 21 Data Encoder I	3,658,523.90	2) 19 Data Encoder II	3,857,508.22	3) 7 Data Encoder III	1,605,958.13	4) 4 Computer Operator III	812,106.99	5) 10 Service Drivers	1,790,258.05	6) 11 Janitors	1,748,511.14	Total	13,472,866.43
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2) 19 Data Encoder II	3,857,508.22																		
3) 7 Data Encoder III	1,605,958.13																		
4) 4 Computer Operator III	812,106.99																		
5) 10 Service Drivers	1,790,258.05																		
6) 11 Janitors	1,748,511.14																		
Total	13,472,866.43																		

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 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

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>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>The project sites are the following Department of Trade and Industry – XI offices:</p> <ol style="list-style-type: none"> 1. 3rd to 4th Floors, Mintrade Bldg., Cor. Sales-Monteverde Sts., Davao City (DTI Regional Office) 2. 2nd Floor, Mintrade Bldg., Cor. Sales-Monteverde Sts., Davao City (DTI Davao City Field Office) 3. Government Center, Brgy. Mankilam, Tagum City, Davao del Norte (DTI Davao del Norte Provincial Office) 4. 2nd Floor, Medic Pharma Bldg., corner Doña Aurora and Corregidor Streets, Digos City (DTI Davao del Sur Provincial Office) 5. 2nd Floor, Valles Bldg., Rizal Street, Mati City (DTI Davao Oriental Provincial Office) 6. Door 2, Mutya and Matt Bldg., Geverola Street Poblacion, Malita, Davao Occidental (DTI Davao Occidental Provincial Office) 7. Poblacion Nabunturan, Davao de Oro (DTI Davao de Oro Provincial Office)
2.2	The terms of payment shall be on a monthly basis.

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	Date Encoder I Regional Office – 12 Davao City – 5 Davao de Oro – 1 Davao del Norte – 1 Davao del Sur – 1 Davao Occidental – 1 Data Encoder II Regional Office – 10 Davao City – 5 Davao del Norte – 1 Davao del Sur – 1 Davao Occidental – 1 Davao Oriental - 1 Data Encoder III Regional Office – 2 Davao City – 1 Davao de Oro – 1 Davao del Norte – 2 Davao Occidental – 1 Computer Operator II Regional Office – 2 Davao de Oro – 1 Davao Oriental – 1 Service Driver Regional Office – 3 Davao City – 1 Davao de Oro – 1 Davao del Norte – 2 Davao del Sur – 1 Davao Occidental – 1 Davao Oriental - 1 Janitor Regional Office – 5 Davao City – 1 Davao de Oro – 1 Davao del Norte – 1 Davao del Sur – 1 Davao Occidental – 1 Davao Oriental - 1	1 lot	21	21	To Department of Trade and Industry – XI, January 1, 2021 to December 31, 2021
			19		
			7		
			4		
			10		
			11		

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, 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

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.

Specifications			Statement of Compliance
<p>Scope of Requirements for Support Services</p> <p>The DTI – XI needs the services of a qualified contractor who can provide manpower requirements, e.g. data encoders, computer operators, service drivers, and janitors to perform various clerical, administrative, and logistical requirements in the department.</p>			
Position Level	Qualification Standards	General Duties and Responsibilities	
Data Encoder I	<ul style="list-style-type: none"> • Education: Completion of two years studies in college • Experience: None required • Training: None required • Core Competency: <ul style="list-style-type: none"> Level 1: Basic Courtesy Work standards Service Orientation Initiative Flexibility Teammanship 	<p>Under general supervision, provides secretariat to the Division Chiefs, support services to Admin and Technical Division of DTI-XI and does other task as may be assigned.</p> <p><i>(Specific tasks will be provided upon hiring of personnel)</i></p>	
Data Encoder II	<ul style="list-style-type: none"> • Education: Completion of two years studies in college • Experience: 1-year relevant experience • Training: 4 hours relevant training • Core Competency: <ul style="list-style-type: none"> Level 2: Intermediate Courtesy Work standards Service Orientation Initiative Flexibility Teammanship 	<p>Under general supervision, performs highly skilled responsible clerical works, prepares minutes of meeting, prepare simple correspondence, assists technical and administrative staff in responding to simple client needs/queries and performs other related functions.</p> <p><i>(Specific tasks will be provided upon hiring of personnel)</i></p>	

Data Encoder III	<ul style="list-style-type: none"> • Education: Bachelor's Degree relevant to the job • Experience: 2 years relevant experience • Training: 16 hours relevant training • Core Competency: Level 3: Advance Courtesy Work standards Service Orientation Initiative Flexibility Teammanship 	<p>Under general supervision, performs highly skilled responsible clerical works, supervises work of other clerical staff in the division/province, provides administrative and technical support and do other related functions.</p> <p><i>(Specific tasks will be provided upon hiring of personnel)</i></p>	
Computer Operator II	<ul style="list-style-type: none"> • Education: Completion of two years studies in college or Completion of relevant vocational/trade course, preferably with TESDA Certificate • Experience: 1 year relevant experience • Training: 4 hours relevant training • Core Competency: Level 2: Intermediate Courtesy Work standards Service Orientation Initiative Flexibility Teammanship 	<p>Under immediate supervision, operates, monitors and controls computers and peripheral equipment according to standard operating instructions, performs routine maintenance on computer hardware equipment and updates appropriate records, and does other work as may be assigned.</p> <p><i>(Specific tasks will be provided upon hiring of personnel)</i></p>	
Service Drivers	<ul style="list-style-type: none"> • Education: At least High School Graduate • Experience: At least 2 years driving experience • Training: 4 hours relevant training • Eligibility: With Valid Professional Driver's License • Core Competency: Level 2: Intermediate Courtesy Work standards Service Orientation Initiative Flexibility Teammanship 	<p>Under general supervision, operates vehicles to transport personnel, ensures maintenance of vehicles, submit required reports and do other work as maybe assigned.</p> <p><i>(Specific tasks will be provided upon hiring of personnel)</i></p>	

Janitors	<ul style="list-style-type: none"> • Education: At least Elementary Graduate • Experience: None required • Training: None required • Core Competency: Level 1: Basic Courtesy Work standards Service Orientation Initiative Flexibility Teammanship 	<p>Under general supervision, ensures cleanliness of the office, collects and delivers office correspondence, and perform other related works as may be assigned.</p> <p><i>(Specific tasks will be provided upon hiring of personnel)</i></p>
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1. ASSIGNMENT AND QUALIFICATION OF PERSONNEL

- 1.1. The contractor shall at all times provide the required number of well-trained support services personnel. They shall be efficient, dependable, honest, of good moral character, well-groomed and courteous.
- 1.2. The contractor in coordination with DTI-XI shall require to conduct personnel selection and recruitment procedure for Support Services.
- 1.3. The personnel should have undergone drug tests, and must be free or negative from methamphetamine hydrochloride (shabu) and cannabis. Assigned personnel must pass the medical examinations. No apprenticeship shall be allowed.
- 1.4. The number of personnel provided should be fully utilized as stated in the manpower composition.
- 1.5. Upon the request of the DTI-XI, the Contractor shall provide additional manpower in case of special projects and/or events chargeable against the account of DTI. The billing of the occasionally manpower should be separated from the regular billing.
- 1.6. The Procuring Entity shall monitor the performance of all personnel on detail within the premises of all DTI-XI offices' buildings and decide not only on any and all questions which may arise as to the quality and acceptability of the service rendered, but also on the capability, competence and readiness to perform their duties.
- 1.7. The Contractor's Operations Managers shall visit the DTI-XI every 5th working day of the month for coordination meeting with Appropriate office of DTI.
- 1.8. The Contractor shall provide uniforms to its Janitorial personnel assigned to DTI. The type, color and cut of uniform shall be subject to the approval by the Procuring Entity. The Contractor shall provide at least two (2) sets of prescribed uniforms, free of charge to its personnel and without cost to the DTI. The Contractor shall require allied personnel to wear office attire applicable based on allied positions and responsibilities. Complete identification cards applicable for both Janitorial and Allied services, which shall be worn during working hours and at all times that these personnel are within the DTI premises.
- 1.9. The DTI – XI shall be furnished a copy of the duly executed contract of all assigned employees.
- 1.10. The DTI – XI reserves the right to demand the immediate replacement of any

personnel employed by the Contractor who may be found wanting in competence, honesty, integrity or whose continued employment may be deemed prejudicial to the interest of the DTI.

2. SCHEDULE AND PROGRAM SERVICES

- 2.1. The Contractor shall require its Support Services personnel to work fix (5) days a week from Mondays to Fridays, and during weekends or holidays as needed.
- 2.2. Each personnel shall be required to render a minimum of eight (8) hours of service daily.
- 2.3. The work shift, time schedule, number and names of personnel shall be agreed upon between the DTI – XI and Contractor.

3. WARRANTY

- 3.1. The Contractor shall have the necessary permit or license to operate and perform its undertakings and it's agrees and obligates itself to comply with all rules and regulations which are or maybe issued by government authorities. Failure to renew its license for whatever reasons shall constitute as a ground for the DTI – XI to terminate this Contract
- 3.2. The Contractor shall warrant that it has the technical expertise, experience manpower complement, tools, and materials necessary to comply with its obligations under this Contract.
- 3.3. Contractor warrants that it has not given or promised to give money or gifts to any official or employee of the DTI – XI to secure this Contract. Any violation of this warranty or any provision contained herein shall be sufficient ground for the DTI – XI to revoke or cancel this Contract without the necessity of judicial intervention.

4. TERMS OF CONDITION

- 4.1. The requirements shall be for a period of one (1) year. Likewise, notwithstanding any provisions to the contrary, the DTI – XI shall have the right, power and privilege to extend or terminate the services of the Contactor for a valid cause whatsoever without need of judicial action by giving thirty (30) calendar days prior Written Notice to that effect to the Contractor, which hereby agrees by the decision of the DTI – XI.

5. CONTRACT PRICE

- 5.1. The DTI – XI shall pay to the Contractor the amount described in the bid document which is made an integral part hereof.
- 5.2. The Contract Price shall not be increased during the effectivity of this Contract unless in compliance with law or any applicable decree that is due to wage increase.
- 5.3. The admin cost specified in the submitted bid proposal shall remain constant during contract duration, which means there shall be no increase in the said administrative cost even if a new wage order is effected during contract duration.
- 5.4. The stipulated Contract Price shall be proportionately reduced in the event that the Contractor fails to provide and assign the required number of personnel specified herein.

<p>5.5. The reduction in Contract Fee for the period will be the wage/salary rate of absent personnel.</p> <p>6. TERMS OF PAYMENT</p> <p>6.1. Payment shall be made on a monthly basis.</p> <p>6.2. The reduction in Contract Fee for the period will be the wage/salary rate of absent personnel being under the “No work, No Pay” Policy and/or reduction of number of support services on a valid/justifiable reason.</p> <p>6.3. Prior to release of the monthly payment, the Contractor shall submit the following documents:</p> <p>a. An affidavit that the salaries and allowances of its personnel in the DTI – XI for that period being collected had been paid in accordance with all existing labor laws.</p> <p>b. A copy of the Official Receipt and certified true copy of representing payment for the monthly/quarterly for premium payments and loan remittances of SSS, Pag-ibig, Philhealth as of the month preceding to current bill.</p> <p>c. A copy of Payroll and Pay-slips duly signed by its Support Services personnel supported with duly signed DTRs.</p> <p>d. The monthly billing shall be submitted to the respective DTI – XI Offices (Regional Office, Davao City, Davao del Norte, Davao Oriental, Davao del Sur, Davao Occidental and Davao de Oro) every fifth (5th) working day of the following month supported with duly signed DTRs.</p> <p>e. All payments shall be subject to existing accounting and auditing rules and regulations.</p> <p>7. EMPLOYEE-EMPLOYER RELATIONSHIP</p> <p>7.1. It is expressly understood and acknowledged that this Contract shall not in any way be construed as creating/establishing an employer-employee relationship between the Contractor and the DTI – XI and personnel assigned by the Contractor in this project.</p> <p>7.2. The DTI – XI shall not in any way be held liable and/or responsibility for any personnel assigned in this project contracted for, except for such injury, death or damage cause by willful act, negligence or fault, of the DTI – XI, its officers or employees in which case, he/she/they will be directly and personally be liable and/or accountable therefore. Further, the Contractor shall be solely liable or responsible for the enforcement of and compliance with all existing laws and rules particularly with respect to the Labor Code of the Philippines and all other labor and social laws.</p> <p>8. The Procuring Entity reserves the right to recommend to the winning bidder the retention/absorption of its existing personnel for Support Services</p> <p>9. The Procuring Entity reserves the right to add and reduce number of Support Services personnel.</p> <p>10. The Contractor shall endeavor to adopt ATM-based payroll remittance system to its personnel to be released every 15 days.</p> <p>11. ATTORNEYS FEES/LIQUIDATED DAMAGES</p> <p>11.1. In the event that the Contractor fails to perform its obligation within the agreed</p>	
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period as specified in the terms and conditions of this Contract, and the DTI shall, without prejudice to its other remedies under this Contract and other applicable laws, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.01%) of the cost of unperformed portion of the contract per day of delay but not to exceed ten percent (10%) of the total contract price. It is understood that the damages herein provided are fixed and that the DTI shall not be required to adduce proof thereof.

12. MISCELLANEOUS PROVISION

- 12.1. The DTI – XI shall monitor the performance of the Contractor and decide on all questions which may arise on the quality of the service rendered, the capability, competence and readiness of the Contractor to perform its duties.
- 12.2. The Contractor shall at all times, be directly responsible for the acts of conduct of the personnel under its employ, for their salaries or wages or compensation and other benefits provided for under existing and applicable labor laws.
- 12.3. Non-compliance with the minimum wage and other labor and social legislation shall be ground for termination of the agreement.
- 12.4. Any damage to the systems facilities and equipment of the DTI – XI due to theft/pilferage or damage due to negligence directly or indirectly caused by the Contractor or its personnel shall be immediately repaired / restore / replaced by the Contractor for its account.
- 12.5. The Contractor shall indemnify the DTI – XI and its personnel and other persons who might suffer physical injuries, loss or any other form of damages as a result of the Contractor’s negligence or violation of this Contract.
- 12.6. It is understood that failure/delay of the DTI – XI to demand strict compliance with any and all of the terms of the Contract shall not be considered as waiver of the enforcement of its rights in connection therewith.
- 12.7. The Contractor agrees and obligates to finally and unconditionally abide the decision of the DTI – XI on the interpretation or construction of any term, condition or stipulation contained in this Contract, including its implementation.
- 12.8. The Contractor agrees and obligates to hold the DTI – XI free and harmless from any and all actions, suits, damages and claims which may be brought or instituted by any party whomsoever by reasons of this Contract and/or its implementation, the non-observance or non-performance by the Contractor of its obligation under any rule, regulation, ordinance or law, or any of the covenants herein stipulated.
- 12.9. The Contractor shall not assign or sub-contract the service or any portion thereof covered by the Contract without the written approval by the DTI – XI.
- 12.10. The contractor and its personnel shall at all times comply with all the safety and security regulations of the DTI – XI.
- 12.11. The Contractor shall not during the term of this Contract disclose to any third party any information as to the state of affairs or business of the DTI – XI which has come to the knowledge of Contrary by reasons of this Contract.
- 12.12. Any action between the DTI – XI and the Contractor in connection with or relating to the Contract shall be brought to the proper courts in the City of Makati, Philippines.
- 12.13. The Bid Documents shall form part of this Contract.

For Goods Offered From Within the Philippines

Name of Bidder _____

Position	Data Encoder I	Data Encoder II	Data Encoder III	Comp. Operator II	Service Driver	Janitor
No. of days per month	22	22	22	22	22	22
Daily Wage Rate	454.82	531.27	600.91	531.27	466.77	414.36
Basic Pay (Daily Wage x 22 days)	10,006.00	11,688.00	13,220.00	11,688.00	10,269.00	9,116.00
Incentive Leave (DW x 5 days/12 mos)	189.51	221.36	250.38	221.36	194.49	172.65
13th Month Pay	833.83	974.00	1,101.67	974.00	855.75	759.67
TOTAL SUM DIRECTLY PAID TO WORKERS	11,029.34	12,883.36	14,572.05	12,883.36	11,319.24	10,048.32
SOCIAL BENEFITS: Employer's Share (DTI)						
SSS & EC Premiums	810.00	930.00	1,050.00	930.00	850.00	730.00
Philhealth Premium	175.11	204.54	231.35	204.54	179.71	175.00
Pag-ibig Premium	100.00	100.00	100.00	100.00	100.00	100.00
TOTAL AMOUNT DUE TO GOV'T IN FAVOR TO WORKERS	1,085.11	1,234.54	1,381.35	1,234.54	1,129.71	1,005.00
TOTAL AMT. DUE TO GOVT. & WORKERS	12,114.45	14,117.90	15,953.40	14,117.90	12,448.95	11,053.32
Administrative Overhead & Margin						
SUB-TOTAL						
Add: Value Added Tax	12%	12%	12%	12%	12%	12%
CONTRACT RATE PER WORKER/MONTH						
CONTRACT RATE PER WORKER/YEAR						
Number of Service Personnel	21	19	7	4	10	11
CONTRACT PRICE FOR ONE YEAR						
TOTAL CONTRACT PRICE FOR ONE (1) YEAR						

Name of Company/Bidder

Signature over printed Name of
Authorized Representative

Date

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

- ☐ (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).

