

PHILIPPINE BIDDING DOCUMENTS

Public Bidding for the Procurement of Manpower Support Services (Janitorial, Technical and Clerical) in the ECC for One (1) Year

(May 1, 2025 to April 30, 2026) ABC: ₱33,087,651.32

Reference No.: PB-ECC-2025-04

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

Public Bidding for the Procurement of Manpower Support Services (Janitorial, Technical and Clerical) in the ECC for One (1) Year (2025-2026)

PUBLIC BIDDING NO.: PB-ECC-2025-04

Funding Source: ECC CORPORATE BUDGET FOR 2025

1. The *Employees' Compensation Commission*, through the *Corporate Operating Budget for year 2025* intends to apply the sum of Thirty-three Million Eighty-seven Thousand Six Hundred Fifty-one and 32/100 Pesos (PhP33,087,651.32) being the ABC to payments under the contract for the Procurement of Manpower Support Services in the ECC for One (1) Year – (May 1, 2025 to April 30, 2026). Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening. Details of the project are as follows:

QTY	DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (ABC)	BIDDING FEE
1 Lot	Manpower Support Services in the ECC (Janitorial, Technical and Clerical) for One (1) Year (2025-2026) I. ECC-Head Office (Makati)	₱33,087,651.32	P25,000.00 (amount within the prescribed maximum amount
	-Eleven (11) Janitorial Personnel (6-males; 5-females; two janitorial male personnel must have experience on ornamental plants; shall be designated as gardeners)		for procurement worth more than P 10M up to P50 M as provided under Appendix 8 of the RIIR of R.A. No. 9184)
	-Twenty (20) Technical Support Personnel (specific qualifications to be prescribed by ECC Admin during the period of implementation of contract);		

-24 Admin Assistant/ Clerical Support Personnel

(qualifications to be prescribed by ECC Admin during the period of implementation of contract);

-Six (6) Drivers

(driving license required to be prescribed by ECC Admin during implementation of the contract)

-Two (2) Skilled Workers (Plumber & Carpenter)

(qualifications to be prescribed by ECC Admin during the period of implementation of contract);

II. ECC-Regional Extension Units (REUs)

- -1 Technical Support
 Personnel (specific
 qualifications to be prescribed
 by ECC Admin during the
 period of implementation of
 contract);
- **-15** Clerical Support Personnel (qualifications to be prescribed by ECC Admin during the period of implementation of contract)

-area of deployment-Regions I, II, III, IV-A, IV-B, V, VI, VII, VIII, IX, X, XI, XII, CAR, CARAGA

-agency personnel to be deployed in those areas must be residents of the said regions

- 2. The *ECC* now invites bids for the above Procurement Project. Delivery of the Goods shall be made in **accordance with the provisions in Section VI. Schedule of Requirements**. Bidders should have completed, **within Two** *years* (2023 to 2025) until 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. The schedule of Bidding Activities is as follows:

Advertisement/ Posting of Invitation to	February 24, 2025, (Monday)
Bid/Start of availability of bid documents	-all prospective bidders are required to provide soft-copies of their letter of intent/notice of participation and email addresses to the following email add of ECC-BAC-Secretariat: chua_ac@ecc.gov.ph ; supply @ecc.gov.ph)
Pre-Bid Conference	March 6, 2025, 9:00 A.M. (Thursday)
	Face to face and via Google Meet
	-bidders have the option to attend the pre- bid either face to face or via Google Meet. Access link in the virtual pre-bid conference will be provided to prospective bidders via email at least one hour before the pre-bid conference
Deadline for Submission of Written Queries/ Clarifications by Prospective Bidders	March 14, 2025 (Friday) -pursuant to Section 22.5.1 of the RIRR of RA9184, requests for clarification(s) on any part of the Bidding Documents or for an interpretation must be in writing and submitted to the BAC of the Procuring Entity concerned at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
Last day of Issuance of Bid Bulletin by the ECC BAC	March 17, 2025 (Monday)
	-pursuant to Section 22.5.1 and 2, Bid Bulletins shall be issued by the BAC, at least seven (7) calendar days before the deadline for the submission and receipt of bids.
Deadline for Submission of Bids	March 24, 2025 (Monday) 1:00 P.M.
	-manual submission of bids

Opening of Bids	March 24, 2025 (Monday) 2:30 P.M.
	Actual opening of Bids / Face-to-face
	(opening of bids may also be viewed via the ECC Facebook Procurement Account (ECC Procurement)

Note: Schedules would be subject to possible modifications on the basis of any announcement from concerned agencies or upon occurrence of any fortuitous event or emergency/calamity situation such as typhoon, earthquake, fire, or any natural or man-made disaster on the abovementioned dates.

- 4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a) Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 5. Prospective Bidders may obtain further information from *the Employees' Compensation Commission* and inspect the Bidding Documents at the address given below during **Mondays to Fridays**, 8:00 AM to 3:30 PM
- 6. A complete set of Bidding Documents may be acquired by interested Bidders starting <u>February 24, 2025</u> 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 ₱25,000.00. Payment of the Bidding Fee shall be received at the ECC Cashier's Office from Monday to Friday, 8:00 A.M. to 3:30 P.M.

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

7. The *Employees' Compensation Commission* will hold a Pre-Bid Conference on *March 6, 2025, 9:00 A.M.* at the DED Conference Room 4th Floor ECC Bldg 355 Sen. Gil Puyat Avenue, Makati City. Interested bidders may opt to attend the pre-bid either face to face or through video conferencing or webcasting *via Google Meet Application*. The link shall be sent to the prospective bidders through email at least one (1) hour before the start of the conference.

8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before March 24, 2025, 1:00 P.M. Late bids shall not be accepted.

BAC Secretariat 5th Floor ECC Building 355 Sen. Gil Puyat Avenue, Makati City

- 9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14
- 10. Bid opening shall be on March 24, 2025, 2:30 P.M. at the DED Conference Room 4th Floor ECC Building, 355 Sen. Gil Puyat Avenue, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. The **Employees' Compensation Commission** 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. 91s84, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

BAC Secretariat Employees' Compensation Commission 5th Floor, ECC Bldg. 355 Sen. Gil Puyat Ave.Makati City Tel. No. 02-8899-4251 local 204 or 215 Fax No. 02-8897-7597

Email: chua_ac@ecc.gov.ph, supply@ecc.gov.ph

Website: www.ecc.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:

www.philgeps.gov.ph www.ecc.gov.ph

SGD
Atty. EVELYN R. RAMOS
ECC-BAC Chairperson

February 21, 2025 Makati City

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, *Employees' Compensation Commission*, wishes to receive Bids for the *Procurement of Manpower Support Service (Janitorial, Technical and Clerical) in the ECC for One (1) Year (May 1, 2025 to April 30, 2026)*, with identification number PB-ECC-2025-04.

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 *year 2025* in the amount of Thirty-three Million Eighty-seven Thousand Six Hundred Fifty-one and 32/100 Pesos (PhP33,087,651.32).
- 2.2. The source of funding is:
 - a. the 2025 ECC Corporate Operating Budget (ECC-COB)

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of R.A. 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 R.A. 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.
 - a. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184. s

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting} as indicated **paragraph 3** (Table – Schedule of Bidding Activities) 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* (2023-2025) 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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 <u>120 calendar days</u>. 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 3** 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 of 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

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.

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

20. Post-Qualification

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

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**.

Additional Instructions to Bidders:

I. On the Submission and Opening of Bids

- In compliance with GPPB Resolution No. 18-2017 dated April 10, 2017, for eligibility check and bid submission purposes, all prospective bidders are required to submit their PhilGEPS Certificate of Registration (Platinum Membership) with Annex "A" (Certificate of Eligibility Documents) in lieu of actual copies of their Class "A" Documents such as current/or updated SEC or DTI Registration Certificate, Mayor's or Business Permit, Tax Clearance and Audited Financial Statements.
- Any prospective external provider that will undergo post-evaluation/qualification is required to submit soft/scanned copies of its relevant clearances, audited financial statements and other required documents via email showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the BIR for CY 2023/2024.
- Actual Opening of bids will be conducted on March 24, 2025, 2:30 P.M. at the DED Conference Room 4th Floor ECC Bldg., 355 Sen. Gil J. Puyat Ave., Makati City through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as provided under the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the "Government Procurement Reform Act."
- To prevent the occurrence of technical glitches/malfunction, all prospective bidders are advised to submit hard copies of their documentary requirements on or before 1:00 PM on March 24, 2025 to the BAC-Secretariat at the 3rd floor, ECC Bldg., 355 Sen. Gil J. Puyat Ave., Makati City

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	For this purpose, contracts similar to the Project shall be:
	 a. Any contracts involving provision of manpower support services such as, but not limited to, janitorial and/or technical-clerical personnel. b. Must have been completed within Two (2) Years (2023-2025) prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP, Employees Compensation Commission , Philippines , 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:
	a. The amount of not less than P 661,753.03 [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than P 1,654,382.57 [five percent (5%) of ABC] if bid security is in Surety Bond.
19.3	The Project consists of one (1) lot, to wit:
	Public Bidding for the Procurement of Manpower Support Services (Janitorial, Technical and Clerical) in the ECC for One (1) Year (2025-2026)); ABC for the lot is P 33,087,651.32
20.2	No additional licenses and permits required.
21.2	No additional contract documents relevant to the Project required.

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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 VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 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	Special conditions of contract				
Clause					
1	Delivery and Documents –				
	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:				
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).				
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is:				
	ECC Supply Officer 5 th Floor ECC Bldg. 355 Sen. Gil Puyat Avenue Makati City				
	Incidental Services –				
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:				
	 a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; 				
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;				
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and				
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.				
2.2	The terms of payment shall be on a bi-monthly basis, every 15 th and 30 th of the month, upon submission of the following documents:				
	a. Statement of Account/ Billing Statement b. Evidence of actual rendition of service (Daily Time Records etc.)				

	 c. Sworn Certification that it has no unpaid salaries or wages for services rendered by its personnel and that it has complied with the provisions of existing labor laws and social security legislations d. Certified true copy of payroll of the last payday in case of subsequent payments e. Proof of remittances from the SSS, ECC, Pag-Ibig, Philhealth (should be provided during the prescribed period of remittance) f. Proof of grant of 13th month pay (should be provided during the prescribed period of grant) g. Proof of payment of taxes to the BIR (should be provided during the
	prescribed period of payment)
4	The inspections and tests that will be conducted shall be based on the
	specifications as provided for in Section VII. Technical Specifications.

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 Lot	Manpower Support Services (Janitorial, Technical and Clerical) in the ECC for One (1) Year (May 1, 2025- April 30, 2026)	79 Personnel	79 Personnel	12 Month May 1, 2025 to April 30, 2026
	Details of Deployment			
	Janitorial Support Personnel – Head Office	11	11	
	Technical Support Personnel – Head Office	20	20	
	Technical Support Personnel – Regional Extension Units (REUs)	1	1	
	Admin Assistant/ Clerical Support Personnel – Head Office	24	24	
	Clerical Support Personnel - Regional Extension Units (REUs)	15	15	
	Driver – Head Office	6	6	
	Skilled Worker – Head Office	2	2	
	Provision of equipment, supplies and materials as listed in Section VII. Technical Specifications.			

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Dota	

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

- 1. The project is for the **Procurement of Manpower Support Services (Janitorial, Technical and Clerical) in the ECC for One (1) Year (May 1, 2025-April 30, 2026).**
- 2. The scope of the project is not limited to the provision of manpower support services since it involves other incidental services specifically in the provision of cleaning equipment and supplies and materials for the janitorial services.
- 3. Bidders must state either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the goods/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 Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Item	Specification					Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
I.	Scope of Se	ervices					
	The AGENC nine (79) jan render servic shift:	Y shall proitorial and to					
	Personnel	Number	Work Shift	Working Hours	Duration		
	Janitorial Personnel	11	Monday to Saturday	8:00 am to 5:00 pm	12 months		
	Technical - Clerical Personnel	68	Monday to Friday	7:00/8:00 am to 4:00/5:00 pm (sliding flexi)	12 months		
	The personne of working h non-working The personne the ECC sha following join	ours, include the holidays. The holidays of th					

Item			Specification	Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	Wage Rate	Office	Tasks to be Performed		
	SG- 15	PPSMD	Developer (2) Develops new information systems Enhances and maintains existing information systems Technical Support (1) Provides ICT technical support, preventive and corrective maintenance		
			Planning Assistant II (1) • Provides technical assistance in the implementation of performance management system, QMS, research / studies, statistics of ECP or any related topics in aid of policyformulation and decision making		
	SG- 14	OED	Executive Assistant I (1) Provides day-to-day technical support to the Office of the Executive Director (OED) such as: Prepares technical reports and communications Reviews documents for ED's signature and records minutes of the meetings related to OED and others Coordinates high level external meetings		
	SG- 14	ODED	Executive Assistant I (1) Provides technical research and IT know-how / support to the Office of the Deputy Executive Director (ODED), such as: • Assists in the different committees where the DED chairs, i.e. BAC, TRC, DPA among others; • Prepares technical reports, communications, proposals & presentations • Reviews documents for DED's signature		
	SG- 14	IPAD	Design and create a variety of informative print, online digital, social media materials and broadcast-ready contents, website assets, landing pages, including institutional videos and other internal communications directly related to the promotion of the Employees' Compensation Program Produce original motion graphic designs and animatics for various channels and platforms of ECC Collaborate with the IPAD's Audio-Visual Aids Technicians with respect to updates or modification of the IEC templates Assist in the recording of ECC's self-produced social media contents such as the ECC Podcast, ECC Flash Reports, ECC Live		

Item			Specification	Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
			Updates and other similar information dissemination efforts Produce the final cut of the social media contents of the ECC Contribute to the brand identity development of the ECC by conceptualizing and designing layouts, typography and visual styles presenting the same for review and approval Manage and prioritize multiple tasks ensuring they are completed on time Collaborate with the Information Officers and staff members across IPAD to gather the necessary contents, information and feedback Contribute to team efforts by taking on		
	SG- 14	REU 4A	additional tasks, if needed Admin Officer Assistant (1) Assist the program manager in the planning, implementation, monitoring and evaluation of		
	SG- 13	WCPRD	KAGABAY, rehabilitation, QR program and Return to Work Assistance Program (RTWAP) Project Development Assistant (1) • Efficient and timely administrative support		
			for the DM-RTWAP Accurate and up-to-date documentation of program activities Strong collaboration with internal and external stakeholders Effective communication with employees and employers regarding the DM-RTWAP Database maintenance of Disability Management Systems (DMS)		
			 Social Welfare Assistant (2) Client interview Accomplish client's form Client coordination Report preparation Database maintenance 		
			Entrepreneurial trainings Resource person Monthly Accomplishment Report Summary from Regional Extension Units – Administrative Officers Fieldwork activities (conducts ocular visits, livelihood awarding and progress monitoring)		
	SG- 13	PPSMD	Planning Assistant I (2) • Assists in the implementation of QMS research/ studies, statistics of ECP or any related topics in aid of policy-formulation and decision making • Assists in the implementation of performance management system, GAD,		

Item		Specification			Reference/ Proof of Compliance
			CSM monitoring and preparation of	Comply")	
			accomplishments and compliances		
	SG-	COA	COA Auditor Assistant (1)		
	13		To assist COA personnel in the conduct of		
			post – audit of ECC operations;		
			To receive, record and file documents		
			submitted to COA;		
			To assist in the preparation / encoding of		
			COA reports;		
			To coordinate with ECC Divisions on		
			documentary requirements for submission to COA		
	SG-	ADMIN	HRMO 1 (2)		
	11	HR	Prepare and process of documents for		
			hiring of personnel (permanent and		
			contract of service)		
			Prepare Notice of Vacancy and Request of		
			Publication of Vacant Positions for review		
			and approval of Division Chiefs and		
			Executive Director; Monitor the status of		
			approval and revise accordingly		
			Prepare Memo for Job Advertisement for posting in Bulletin Boards, ECC website		
			and Social Media Platforms		
			Post vacancies in Job Advertisement Sites (Indeed and/or JobStreet)		
			Receive and consolidate applicants of		
			vacant positions for shortlisting		
			Coordinate with PSB Members for		
			schedule of panel interview		
			Prepare Matrix of Applicants and create		
			PSB Folder for reference of each Interviewer		
			Act as Secretariat during PSB Meetings		
			(Creation of Notice of Meetings and		
			Minutes of the Meeting)		
			Enroll/Create Exam Account of		
			Applicants		
			Administer Pre-employment		
			Examinations		
			Consolidate results of the Panel Interview and Online Examinations (Symmory of		
			and Online Examinations (Summary of Ratings and Summary of Test Results) in		
			preparation of PSB Deliberation		
			Create draft of HRMPSB Resolution for		
			review of the HRMO II. Route the		
			resolution for signature of the PSB		
			Members and the Executive Director		
			Create draft of Employment Letter and		
			Probationary Letter of the Appointee for		
			review of the HRMO II		
			Create endorsement letter to Landbank for		
		1	Payroll Account creation		

Item	Specification	Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	 Receive and review pre-employment requirements submitted by the New Appointee Prepare Appointment Documents (CSC Form 33A, Certification of Assumption, Oath of Office and Position Description Form) and submit the same to the CSC Field Office for approval; Monitor and follow up on the status of the submitted appointments for CSC validation Prepare documents for payroll of ECC employees; Prepare documents of new employees for GSIS Agency Remittance Advice; File and update Employee 201 file Assist in other HR related tasks such as training, records management etc. 		
	 Assists in the implementation of ECC's Employee Welfare Activities and Programs; Prepares draft Office Order on the constitution of the Activity Committee; Prepares Notice of Meeting and Attendance Sheet for the Activity Committee Meeting; Drafts the minutes of the meeting of each meeting convened by the Activity Committee; Creates layout for tarpaulin and invitations and coordinate with Supplies Section for printing; Prepares Purchase Request for materials and/or items needed to be submitted to the Supplies Section; Canvasses possible suppliers for materials and/or items to be used during the activity; Orders and/or purchase the materials/items to be used for the activity; Performs sound test and ensure that audio and video is working for employees who are joining the activities online; Assists in the resolution of technical problems during the activity; Ensures proper documentation (photos/videos) of the activity by coordinating with the Information and 		

	ADMIN SUPPLY	Performs other related assigned from time to Procurement Manageme	time	
		_		
		Assist in the preparative recording, routing, so the following procure the ECC Central Offi	ion, printing, rting and filing of ment documents in	
		Document Purchase Request Request for Quotation Abstract of Quotations	Estimated Number/ Annum 800 600	
		Assist in the verificat analysis and cost-ben setting of approved by Assist in the conduct shopping, small value other alternative proces. Assist in posting of propportunities (RFQs, in the ECC website; Assist in the pick-up materials and equipment and suppliers. Assist in the issuance materials to ECC Diver REUs; Assist in monitoring of QMS requirements in usage of forms, PCT transparency Seal Pct. Assist in the preparate recording, routing, so the following supply documents in the ECC. Document Requisition and Issue Slip Minutes of the Meetings.	efit analysis on the udget for the contract of canvass for procurement and urement methods; rocurement ITBs, Bid Bulletin) / receipt of supplies, ent from DBM PS of supplies and isions, Units and of compliance with e. compliance to monitoring and ostings ion, printing, rting and filing of and procurement C Central Office: Estimated Number/Annum 100 20	
		TWG Evaluation/ Post- Qualification BAC Resolutions Notice of Award	100	

Item			Specification		Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
			Purchase Order & Contract	350		
			Notice to Proceed	100		
	SG- 11	IPAD	 Assist in the pick-up/nomaterials and equipment and suppliers Assist in posting of Notice to ECC website; Assist in contract man follow-up submission conformed NOA/PO/Nosecurity, monitoring of and consolidation of superformance evaluation. Assist in the semi-annomate supplies, materials, Problem Equipment and Semi-low Assist in the issuance of materials to ECC Diving REUs; Public Relations Assistant Maintain the ECC Publice. Attends to walk-in claimal queries Provides callers, visitors a with the necessary inform. Ensures and provides a hid customer service by displant responsive, courteous and communication Ensures that the public reconsistent, responsive and related information and as Manage events related to ECP (seminars/webinars). Monitors submission of romatters from the REU Information campaign. Arranges schedules of EC speakers Assists in organizing ECI seminars/webinars and in participants Takes charge of submission various reports (ARTA/Oetc.) Help comply with the AR and DOLE requirements 	ont from DBM PS ontice of Award, o Proceed in the agement i.e. of supplier NTP/Performance of delivery timelines uppliers' on forms; ual inventory of operty, Plant and Expendable Items; of supplies and sions, Units and (3) Assistance Center and researchers and phone-in and researchers action gh standard of aying a friendly, a effective ceives accurate, a timely ECP ssistance the promotion of operors and other ormation Officers and certain with the (REUs) through mmunication and certain process of pr		

Item			Specification	Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	SG- 10	IPAD	 Maintains an inventory of IEC materials, tokens, office supply and monitors budget utilization of the division Coordinates with the supplier on the printing and production of IEC materials Coordinates with various divisions of the ECC and other agencies Coordinates with the IT staff in the uploading of information materials in the ECC website Handles the EC Online Public Assistance Performs such other duties and functions as may be assigned by the ECC Administrative Assistant (2) Handles the administrative requirements of the division Maintains records and documents (incoming and outgoing) Prepares and updates the inventory of press releases, good news, letters, office orders and other pertinent files of the division Assist in the maintenance of PAC Assist in various clerical and encoding tasks within the division Receives and relay messages to official concerned Receives and records all documents and correspondences Prepares purchase request, canvass, liquidation and other documents Encodes entries in the ECP awareness survey, pre-test, post-test and seminar post-evaluation Encodes records of participants and companies Performs such other duties and functions as may be assigned by the ECC 		
	SG- 08	ADMIN	Plumber Foreman (1) Install, repair, and maintain pipes, valves, fittings, drainage systems, and fixtures (such as sinks, toilets, and water heaters) in ECC Building structures. Collaborate with general contractors, electricians, and other professionals during construction/renovation. Perform routine inspections of plumbing and drainage systems, identifying and diagnosing plumbing problems other corrective maintenance activity. Completes light construction, carpentry, painting, plastering, flooring, ceiling, and electrical works as required.		

Item			Specification	Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	SG- 07	OED	 Adhere to all plumbing building codes and regulations. Ensure all work meets safety standards and follows best practices. Prepares maintenance accomplishment reports Act as a maintenance personnel of the Building Carpenter Foreman (1) Repairs cabinets, doors, frameworks, walls, ceilings floors, and other wooden fixtures used in ECC buildings Collaborate with general contractors, electricians, and other professionals during construction/renovation. Perform routine inspection of ceilings, floor tiles, walls and wall coverings, siding, glass doors and panels and building woodworks. Conducts preventive maintenance on wood works, walls and ceilings such as repainting and restoration etc. Perform some basic masonry works Assist on other Building Maintenance works Ensure all work meets safety standards and follows best practices. Prepares maintenance accomplishment reports Act as a maintenance personnel of the Building Clerk (1) Assists the Executive Director in the 		
			administrative tasks such as receiving, recording and routing of various documents; coordinating communications, and update the status of Covid-19 Cash Assistance in the online CAOS		
	SG- 07	ODED	Clerk (1) Assists the Deputy Executive Director in the administrative tasks such as receiving, recording and routing of various documents; coordinating communications, and update the status of Covid-19 Cash Assistance in the online CAOS		
	SG- 07	ADMIN HR	 Assist in the development of Programs/Activities of ECC Corporate Activities Assist in the canvass of possible suppliers for ECC Corporate Activities Prepare design layouts for Invitation/Program and Tarpaulins 		

Item			Specification		Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	SG- 07	ADMIN SUPPLY	 Assist in the implemental Corporate Activities Assist in the preparation processing of payments complete attachments) Prepare for submission May Quarterly, Bi-Annual, and Personnel Complement May Submitted to DOLE HRI Prepare Monthly Access Separation Reports to be the CSC Prepare ECC Monthly Personnel to be submitted Receive and create summa Weekly Accomplishmentall LSERV Clerical/Tecle Personnel Create Temporary IDs of Assist in sending documants RMS Assist in preparation, correcording and filing of difference and OSHC Assist in monitoring of I SALN submissions: Chereview correctness; To assist in clerical / encint he Admin HR section Supply & Property Clerk (Confice) 	of BUR and (ensure Monthly, ad Annual Reports to be DS ion and submitted to lantilla of d to the CSC nary of Bi- t Reports of nnical f New Hires ents in the nsolidation, ocuments on er) of ECC PCR and ck and oding tasks 1) a, printing, ng and filing and property Central		
			Property/ Semi- Expendable Accountability Reports (PAR, ICS, PTR, RRP) Waste Material Report Inspection and Receiving Report Pre/Post Repair Inspection Report	Estimated Number/ Annum 50 30 500 30		

Item			Specification	Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	SG- 07	ADMIN BLDG	Vehicle Requisition Slip Petty Cash Vouchers 800 Other property, 100 supply, procurement and motorpool documents • Assist in the pick-up/receipt of supplies, materials and equipment from DBM PS and suppliers • Assist in semi-annual inventory of supplies, materials, Property, Plant and Equipment and Semi-Expendable Items and property tagging; • Assist in the maintenance of Property Ledger Cards, Vehicle / Equipment History Cards and Supplies Stock Cards • Assist in the issuance of supplies and materials to ECC Divisions, Units and REUs; • Assist in the preparation of Monthly Fuel Consumption Report • Assist in the inventory and classification of Supply, Property, Procurement and Motorpool records based on GRDS • Assist in monitoring of compliance with QMS requirements i.e. compliance to usage of forms, PCT monitoring and Transparency Seal Postings Admin Building Clerk (1) • Compiling, maintain and organize of Building Admin files/records • Prepares Purchase Requests for Building procurement • Conduct canvassing and market survey of Building materials / equipment to be procured and service providers • Prepares BUR and Certification of service provider payments • Updating Building equipment inventory • Routing of service providers evaluation		

Item			Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance	
			 Prepare memorandum and job order for overtime employees Assist in QMS audit Update QMS records and checklist 		
	SG- 07	ADMIN RECORDS	Admin Records Clerk/ Messenger (1) To assist in the delivery of ECC official documents to other government and private offices. To assist in the payment of ECC bills to government and private companies Filipport PCC description FCC description PCC descriptio		
	SG- 07	COA	 Filing and recording of ECC documents COA Clerk (1) Receiving, encoding and filing of DV Vouchers Routing/ transmittal of AOMs to ECC Divisions Assist in audit of vouchers i.e. checking of complete attachments and verification of entries 		
	SG- 07	APPEALS	Clerk/ Assistant (1) Primarily responsible for the digitization of Appeals records Assists the Division in clerical matters such as but not limited to filing, routing and record-keeping of appealed cases Assists in the TRC Secretariat for TRC meetings Assists the Division in handling matters for the transfer of title of the Talisay and Tanay property to ECC		
	SG- 07	BOARD SEC	Clerk (1) Assist the Board Secretary in the fulfillment of administrative task in connection with the conduct of the Regular and Committee Board meetings and other meetings as may be required by the Commission Assist the Board Secretary in monitoring of Board Resolution being routed for signature of the Board Secure the availability of the members of the Board for Board and Committee meetings Prepare and send formal notices of meetings to members of the Board Handles all phone calls and emails of the Board Secretary Performs other duties that may be assigned from time to time		
	SG- 07	FINANCE	Finance and Cash Clerks (7)		

Item	Specification	Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
Item	Provide assistance to the Cashier's Office: Preparation of check payment Preparation of Report of Check Issued Records incoming/ outgoing checks prepared Performs other functions as may be assigned Adherence to QMS To assist in Accounting works: Computes claims and taxes if applicable and prepares disbursement vouchers Indexes disbursement transactions Encodes DVs certified by DC for Cash Assistance claims in the CA system Preparation of Journal Entry Vouchers (JEVs) for every DV processed and submits to COA Segregates processed DVs, stamp pad and numbers documents and provides info on the face of the processed DVs Prepares endorsements and reports of the processed DVs submission to COA Records incoming and outgoing DVs for processing Check Releasing Records and maintains check warrant register for the checks available for release Updates CA system for CA check availability and releases Notifies and inform claimants on the availability of the checks	Compliance ("Comply" or "Not	Proof of
	 Releases CA checks to ECC REUs// offices and monitors returns of the processed DVs Monitors, maintains and keep record/s report of cancelled checks 		
	 Other Functions File and summarizes accounting survey forms and routing slips Encode RSMI and prepares inventory schedules Performs other functions as maybe assigned Adherence to QMS 		
	Provide assistance to the Budget Officer in the BUR processing		

Item			Specification	Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	SG- 07	WCPRD	 Assists the Budget Officer in the monitoring of the BUR/Fund utilization Assists in the preparation of monthly budget reports and budget info as may be required Encodes processed CA BURs online Prepares CA disbursement DVs BUR monitoring and filing Performs other duties as may be assigned Adherence to QMS Clerk (5)		
	07		Perform task relative to the operation of the Cash Assistance Section: • Encoding of applications • Screening of applications • Assist applicants at PAC and in CAOs • Assist in the preparation of BURs and DVs • Assist in the release of CA checks, account and return vouchers to Finance Division		
	MW- NCR	REUs ADMIN	Clerk (15) Assist the Administrative Officer II and Information Officer II in performing administrative and clerical works such as encoding, recording and filing of documents, answering of phone calls, preparation of vouchers, BURs for REU office billings such as rent, electricity, water, internet fees and procurement of supplies and materials		
	SG- 04	ADMIN	Driver (6) To drive ECC vehicles for official transport of ECC employees		
	2. Jani	torial Supp	ort Personnel (11)		
	personi other re daily s include	nel to rende elated activitervices and e, but not lin	ce agency shall provide janitorial support or janitorial, sanitation, maintenance and cies at ECC Head Office. They shall render weekly periodic operations which shall nited to, the following activities:		
	• Sw pol ser cle	ishing of a viced continuanliness;	opping, spot scrubbing, waxing and all floors. All assigned areas shall be nuously during office hours to guarantee all carpeted areas;		

Item	Specification	Statement of Compliance ("Comply" or "Not	Reference/ Proof of Compliance
	 Dusting, damp-mopping and polishing of all furniture and fixtures Cleaning, sanitizing of toilets and washrooms, which include constant use of special cleaning and sanitizing solutions in basins and toilet bowls; Dusting and cleaning of office equipment surfaces, book shelves, cabinets and furniture, glass tops, inside windows, window edges, air vents, partitions, sidings and inside walls; Emptying and cleaning of waste baskets/ containers and disposal of trash/garbage to designated areas; Disposal of trash, rubbish and garbage from the building to receptacles provided for this purpose; Watering of indoor and outdoor plants; Washing of cups, saucers, spoons and other office utensils; Cleaning of telephones; Cleaning of all horizontal and vertical surfaces such as floors, ramps, walls, windows, window ledges, railing doors, ceiling etc.; Sweeping, scrubbing and mopping of stairways; Checking and replenishing of toilet paper and other disposable supplies for the comfort rooms; Cleaning of elevators; Sweeping of driveways, premises of buildings and parking areas; Reporting to the Building Administration Office any busted bulbs, lamps and any damaged equipment, leaking pipes and faucet etc; Waxing-off, re-waxing and scrubbing of floors; Performance of other related taks that may be directed by the ECC. Weekly Routine Operations General cleaning of all types of floors; General cleaning of odorknobs, glass partitions and light diffusers; General cleaning and disinfecting of toilet bowls, urinal bowls and lavatory; Dusting of light fixtures suspended from ceiling; Thorough cleaning of all walls, ceilings, partitions and 	"Not Comply")	
	other vertical surfaces;General cleaning of all interior glass walls/ windows;		

Item	Specification	Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	 Washing of inside glass windows and doors; General cleaning of all standing ash trays and trash cans; General cleaning of Board Room and Multi-Purpose Hall; Cleaning, waxing and polishing of office furniture and fixtures, counters, etc., but not including items of equipment that require specialized maintenance; Taking out of indoor plants for sunlight exposure; Weeding and trimming of lawn; All other related activities that may be assigned by the 		
	 ECC. Miscellaneous Services Rendering of assistance in the undertaking of necessary repairs, re-varnishing, re-painting, construction or improvement of shelves and other furniture or renovations; Hauling of office furniture and equipment within the premises; Reporting of repairs needed as well as leaking pipes and faucets; Cleaning and de-clogging of terrace, gutters and water tanks; External washing of official vehicles registered with the ECC, provided that, any janitorial personnel are not authorized to drive any of the ECC-owned vehicles in undertaking the car-washing services; Rendering of assistance during special occasions such as, but not limited to, Labor Day, DOLE and ECC Founding Anniversary, in-house and out of town seminars and other ECC- sponsored services; Installation and / or removal of ECC/ECP banners or tarpaulins; Messengerial services as may be authorized by the ECC Gardeners Nurturing of indoor and outdoor plants by watering, pruning, fertilizing and digging; Conduct of garden maintenance such as, but not limited to, grass-trimming, weed removal, sweeping and raking of dried leaves and other litter; 		
	 Nurturing of newly-planted seedlings; an Performance of related tasks that may be assigned from time to time. The Agency shall provide qualified and trained personnel to the ECC to ensure full and satisfactory accomplishment of the required undertakings. 		

Item	Specification			Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	The Agency shall provide the ECC with its				
	selection guidelines, procedures and process The Agency shall furnish the ECC with a p				
	pre-employment documents of deployed per				
	but not limited to, resume/ bio-data, acade				
	NBI/ Police Clearance, Medical Exam	inatior	n Result/		
	Certificate; Drug Test result, employment tes	st resul	t, aptitude		
	test, neuropsychological test results etc.;	1 1	T '. ' 1		
	The Agency shall ensure that all newly dep				
	personnel in the ECC have completed the Housekeeping Certification from TESDA.				
	Janitorial personnel must attend a refres				
	housekeeping at least once a year. This				
	administered by a third-party training pro-		•		
	Agency's in-house training specialist;				
	The Agency shall notify the ECC of the	_			
	termination of deployed personnel at least 15	•			
	effective date of separation. Personnel due for termination must obtain a clearance form fr				
	which should be submitted to the ECC for				
	personnel's immediate supervisor and the				
	Administrative Division. The Agency sha				
	release of the personnel's final salary until the	e clear	ance from		
	the ECC is issued;				
	The Agency shall be held accountable				
	accountabilities (cash or property) that it's deploy personnel may have with ECC in the event of separation				
	without prior notice or if the personnel fail to secure				
	clearance from the ECC;				
	The Agency shall provide replacements	s of	janitorial,		
	technical and clerical manpower due	to re	signation,		
	termination, or other causes within thirty (30				
	upon receipt of a written request fi	rom t	the ECC		
	Administrative Division.	2011.02	m and/ ar		
	The Agency shall always make available r replacements to ensure continuous and unint				
	in case of absences of its assigned janitorial p				
	The AGENCY shall furnish, at its own accou				
	minimum number of equipment, supplies a		_		
	carry-out the maintenance, janitorial and san	nitatio	n services		
	of its assigned personnel to ECC, for the entir	e dura	tion of the		
	Contract:		1		
	MONTHLY				
	Supplies/Materials (Qty	Unit		
	Traffic Grade Wax	4	Gals.		
	Cleanser, Powder	4	Kg.		
	Pranela Rugs	2	Doz.		

Item	Specification			Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	Garbage Bag, Plastic XL	200	Pieces		
	Muriatic Acid	1	Gal.		
	Toilet Bowl and Urinal Cleaner	2	Gals.		
	Soap. Powder	10	Kg.		
	Soap, Bathroom, 90 grams	15	Pieces		
	Cleaner (all purpose)	2	Gals.		
	Glass Cleaner	1	Gal.		
	Furniture Cleaner, Aerosol, 300 ml	3	Cans		
	Scrubbing Pad, small	2	Doz.		
	Scrubbing Pad with foam	10	Piece		
	Toilet Deodorant Cake, 50g. /pc,	4	Doz		
	Dishwashing Paste	6	Piece		
	Steel Wool	10	Reams		
	Toilet Tissue Paper, 2 ply, 150 pulls,	30	Rolls		
	Hand soap, liquid	2	Gals.		
	Alcohol, 70% isoprophyl, 500 ml	10	Bottles		
	Insecticide, Aerosol type, 600 ml	4	Cans		
	Mop Head, Made of Rayon, 400	10	Pieces		
	Air Freshener, 280 ml	6	Cans		
	Metal Polish	2	Pieces		
	QUARTERLY				
	Doormat	5	Pieces		
	Stick Broom	3	Pieces		
	Hand Brush	3	Pieces		
	Soft Broom	5	Pieces		
	Polishing Pad	3	Pieces		
	Scrubbing Pad	3	Pieces		
	Wax-Off	3	Gals.		
	Floor K2 Crystalizer	1	Gal.		
	ANNUALLY				
	Mop Handle	12	Pieces		
	Dustpan Plastic	10	Pieces		
	Plastic Pail	5	Pieces		
	Dipper (Tabo)	10	Pieces		
	Toilet Bowl Pump	4	Pieces		
	Toilet Bowl Brush	5	Pieces		

Item	Specification			Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	Push Brush, 12" Nylon	3	Pieces		
	Spray Gun	10	Pieces		
	Glass Squeegee	2	Sets		
	LIST OF EQUIPMENT / TOOLS				
	Floor Polisher, heavy duty	2	Units		
	Vacuum Cleaner, wet and dry	1	Unit		
	Garbage Cart	2	Units		
	Mop Squeezers	2	Units		
	Water House	1	Unit		
	The ECC reserves the right to lessen or in of the abovementioned equipment, the materials.				
	All equipment, supplies and materials of the AGENCY shall be turned over to the Administrative Division-Property & Supply Section for monitoring/safekeeping based on the abovementioned schedule subject to inspection by the Property and Supply Section representative; If the Agency failed to provide any of the said items within the prescribed period, the ECC may purchase the same and its amount shall be subject to deduction from the next monthly billing of the Agency. Policy on Overtime Service Overtime work that would be rendered by janitorial personne including the designated gardeners, drivers, technical, and clerical personnel in the ECC shall be subject to prior authorization by the Executive Director and to the availability				
	of funds. Overtime services of drivers shall not exceed 5 hours per day or a total of 110 hours per month and shall be rendered during regular working days only. No overtime shall be authorized / allowed during Saturdays, Sundays, rest days and holidays Drivers who are on out-of-town assignments are only allowed to travel during office hours. They are not authorized to claim per diem allowance but are authorized to claim overtime pay for services rendered in excess of eight (8) hours;				
	Computation and payment of overtime shall be covered by Department of Labor and Employment (DOLE) rules and regulations Policy on Office Decorum and Workplace Attendance of Agency Personnel assigned at the ECC: Shall adhere to the rules and regulations of the ECC at all times, including but not limited to, wearing the prescribed				
	office attire, use of ECC equipment, fa	_	•		

Item	Specification	Statement of Compliance ("Comply" or "Not	Reference/ Proof of Compliance
		Comply")	
	and observing working hours, breaks and attendance requirements;		
	Shall strictly adhere to the work schedules provided in this TOR. Unless otherwise authorized by the ECC for field works, the Agency personnel shall remain at their designated place of assignment at all times. Loitering or leaving the designated workstations during office hours is strictly prohibited.		
	Incurrence of six (6) or more instances of tardiness and/or undertime for two (2) consecutive months shall be grounds for the replacement of the personnel.		
	Incurrence of three (3) or more unauthorized absences for two (2) consecutive months shall be grounds for the replacement of the personnel. An absence shall be considered unauthorized under the following circumstances:		
	 For vacation leave/ planned absences – failure of the Agency-deployed personnel to notify their immediate supervisor of the planned absence at least two (2) days prior to the scheduled leave; For sick leave/ emergency leave – failure of the Agency- 		
	 deployed personnel to notify their immediate supervisor of the absence within the same working day; The deployed personnel failed to provide a valid reason or justification for his/her absence. 		
	Prohibited from using any ECC utilities, such as water and electricity, facilities, and equipment for personal or business activities.		
	General Conditions		
	The Manpower Agency shall be deemed, for all intents and purposes, as an independent contractor and shall not be construed or interpreted as creating or establishing the relationship of an employer and employee, principal and agent, joint venturers, and/or partners between ECC and Manpower Agency or any of its principals, personnel, employees, representatives, or agents.		
	The Manpower Agency shall:		
	 maintain a satisfactory level of performance based on a prescribed set of criteria, which shall include, among others, the following: Quality of service delivered; Time management; Management and suitability of personnel; 		
	 Contract administration and management; and Provision of regular progress reports. 		

Item	Specification	Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	2. provide its janitorial personnel with proper uniforms and identification cards which shall be always worn for proper identification;		
	3. at any time, be bound to remove, change, or substitute any of its deployed personnel upon prior instruction from the ECC; Provided, that the ECC may, depending on the exigency of the service, request the Agency to deploy additional or auxiliary personnel, provided further that due written notice thereof is served upon the Agency. The corresponding or proportionate adjustment in the payment thereof shall be made by the ECC subject to the usual budgeting, accounting, and auditing rules and regulations;		
	4. furnish the ECC with a Housekeeping/Janitorial Plan;		
	5. remit on a monthly basis, the required contributions to the Social Security System (SSS), Employees' Compensation Commission (ECC), Philippine Health Insurance Corporation (PhilHealth), Home Development Mutual Fund (HDMF), and other social security and welfare benefits;		
	6. be liable for any claim or liability under the Labor Code of the Philippines, as amended, National Internal Revenue Code, as amended, Employees' Compensation Law, Social Security Act of 2018, HDMF Law of 2009, National Health Insurance Act of and/or any other laws which regulate employer-employee relationship;		
	7. be exclusively, directly, and immediately responsible for any injury, loss or damage which the ECC, its properties and its officers, employees, visitors, and agents as well as the properties of all said persons may suffer due to, caused by or attributable to the gross misconduct, malfeasance, misfeasance, nonfeasance, omission, negligence or dereliction of duty of the personnel concerned. Fault and/or negligence on the part of the Agency is presumed, unless there is evidence to the contrary;		
	8. ensure that its personnel shall always be available during the required shift, including but not limited to emergency situations and holidays, or whenever required by the ECC;		
	 9. submit to the ECC the following documents prior to settlement of account: Evidence of actual rendition of service attaching thereto the daily time cards of its janitorial and clerical personnel; 		
	 Sworn Certification that it has no unpaid salaries or wages for services rendered by its personnel and that 		

Item	Specification	Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	it has complied with the provisions of existing labor laws and social security legislations;Certified true copy of payroll of the last payday in		
	case of subsequent payments;Proof of remittances of contributions to the SSS, (EC		
	contribution should be included), Pag-IBIG, PhilHealth (should be provided during the prescribed period of remittance);		
	- Proof of grant of 13th month pay (should be provided during the prescribed period of grant); and		
	- Proof of payment of taxes to the BIR (should be provided during the prescribed period of payment).		
	10. Post a Surety Bond issued by a reputable insurance or		
	surety company, duly accredited by the Insurance Commission, equal to thirty percent (30%) of the Total Contract Price, which will answer for: (i) the wages due its personnel should the Agency fail or refuse to pay the		
	same and/or where the ECC is jointly and severally or solidarily liable with the Agency under the law; and/or		
	(ii) any and all damages, claims, losses or expenses, of whatever nature and kind, arising from: (a) the failure or		
	refusal of the Agency to perform its obligations under this Contract or breach of any of the provisions hereof; and/or (b) law, equity, judgments or orders of appropriate		
	authorities in connection with the rights and obligations, or relationship, of the Parties under or pursuant to this Contract. Should the bond provided hereunder fails to		
	fully cover the costs incurred by the ECC, the Agency shall pay the ECC any deficiency;		
	11. comply with pertinent laws, rules and regulations on registration and license requirements necessary to carry out the Services;		
	12. upon renewal, commit to immediately provide the ECC the following documents:		
	Mayor's or Business Permit;PNP License to Operate;		
	 Tax Clearance; PhilGEPS Certificate; and Certificates of Compliance on General Labor 		
	Standards and Occupational Safety and Health.		
	13. ensure that its tools and equipment are regularly calibrated and/or maintained, at its own cost, and ensure that the same function properly.		
	Contract Period and Renewal		
	The contract for the provision of manpower support services in the ECC shall be for a period of one (1) year effective May		
	1, 2025 to April 30, 2026.		

Item	Specification	Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	The contract may be extended or renewed subject to the provisions of Appendix 7 of the RIRR of RA 9184: Guidelines on the Renewal of Regular and Recurring Services. Should the Implementing Rules and Regulation (IRR) of RA 12009 (New Government Procurement Act) take effect on or before the expiration of the contract, the conditions and basis for its renewal shall be governed by the applicable provisions of RA 12009 and its IRR.		
	Performance Criteria		
	The Supplier shall maintain a satisfactory level of performance based on a prescribed set of criteria, which shall include, among others the following: a. Quality of service delivered b. Time Management c. Management and suitability of personnel d. Contract administration and management e. Provision of regular progress reports		
	The ECC shall conduct a periodic assessment or evaluation of the performance of the service provider based on foregoing sets of criteria and the technical specifications enumerated herein.		
	Additional Set of Technical Parameters		
	Stability		
	Years of Experience The bidder/ service agency should have at least ten-year experience in providing janitorial and other technical-clerical support services such as, but not limited to Clerical Staff, Data Encoders and Drivers to government and private institutions.		
	Liquidity of the Contractor The bidder / service agency should be in good financial standing with a minimum liquidity ratio of 2:1 as of CY2023/CY 2024		
	Organizational Setup The bidder / service agency must have sufficient number of personnel in its office to attend to the administrative needs of its deployed workers. The agency must be managed by professionals with strong background in personnel management.		
В.	Resources		
	The Agency shall provide a total of seventy-nine (79) janitorial, technical and clerical personnel to the ECC. It shall ensure adherence to the deployment, work schedule and job descriptions as detailed in this Technical Specifications/ Terms of Reference.		

Item	Specification	Statement of Compliance ("Comply" or "Not Comply")	Reference/ Proof of Compliance
	The Agency shall provide the minimum number of supplies and equipment requirement for the janitorial services as detailed in this Technical Specifications.		
C.	Housekeeping Plan The Bidder shall submit its Housekeeping/ Janitorial Plan to ECC.		
D.	Other Factors		
	A. Recruitment and Selection Criteria The Bidder shall abide with the minimum qualification requirement set by the ECC in its deployment of personnel.		
	B. Uniforms The Bidder shall provide the Uniforms for the Janitorial personnel that will be deployed at ECC.		
Name:			
Legal c	apacity:		
Signatu	ire.		

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

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 Do	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); in accordance with Section 8.5.2 of the IRR;
Technica (b)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
(c)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the
(d)	relevant period as provided in the Bidding Documents; <u>and</u> Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
(e)	Original copy of Notarized Bid Securing Declaration; <u>and</u> Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
(f)	Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
Financia (g)	I <u>Documents</u> The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
	or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
	Class "B" Documents
(h)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or
	duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
Other do	cumentary requirements under RA No. 9184 (as applicable) [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

	(j)	government procurement activities for the same item or product. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.	
25	5 FINANCIAL COMPONENT ENVELOPE		
	(a)	Original of duly signed and accomplished Financial Bid Form; and	

GUIDANCE ON THE PREPARATION OF BID FOLDERS

I. TABBING OF ELIGIBILITY DOCUMENTS:

A. The **ELIGIBILITY/TECHNICAL COMPONENT** shall be arranged and tabbed as follows:

TAB	Eligibility/ Technical/ Financial Document	
A	PhilGEPS Certificate of Registration (Platinum)	
В	Statement of all Ongoing Government and Private Contracts	
	 Under TAB B, the bidder <u>may</u> include the following: Contracts, Purchase Orders, Invoices etc. 	
C	Statement of the bidder's Single Largest Completed Contract (SLCC)	
	Under TAB C, the bidder <u>may</u> include the Certificate of Acceptance/ Satisfactory Completion of the contract listed	
D	Bid Security	
E	Conformity with the Technical Specifications (Section VII) Conformity with the Schedule of Requirements (Section VI)	
F	Omnibus Sworn Statement	
	Under TAB F, include any of the following, if applicable:	
	 Secretary's Certificate – for corporations, partnership, cooperative Special Power of Attorney 	
G	Computation of Net Financial Contracting Capacity	
	or	
	A committed Line of Credit from a Universal or Commercial	
Н	Audited Financial Statement (AFS) stamped received by the BIR, if available	
I	Other documents (JVA, DTI Certification – Domestic Bidder Preference etc.), <i>if applicable</i>	

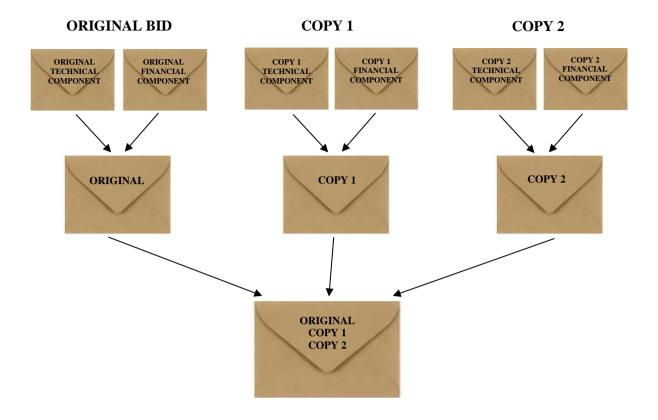
B. The **FINANCIAL COMPONENT** shall be arranged and tabbed as follows:

TAB	Eligibility/ Technical/ Financial Document
A	Bid Form (refer to Appendix 1)
В	Price Schedule

II. SEALING AND MARKING OF BIDS

- A. The sets of technical / eligibility and financial components shall be submitted in **three** (3) sets/copies (1 ORIGINAL and 2 COPIES) sealed and marked as follows:
 - **ORIGINAL BID ENVELOPE** (Sealed and Marked as ORIGINAL) which contains the following:
 - Sealed Envelope marked as ORIGINAL- TECHNICAL COMPONENT which contains the technical and eligibility documents, ring or book bound with tab markings/labels
 - Sealed Envelope marked as ORIGINAL FINANCIAL COMPONENT which contains the Financial Component (Bid Form and Bill of Quantities), ring or book bound with tab markings/labels
 - **COPY 1 BID ENVELOPE** (Sealed and Marked as Copy 1) which contains the following:
 - Sealed Envelope marked as COPY 1 TECHNICAL COMPONENT which contains the technical and eligibility documents, ring or book bound with tab markings/labels
 - Sealed Envelope marked as COPY 1 FINANCIAL COMPONENT which contains the Financial Component (Bid Form and Bill of Quantities), ring or book bound with tab markings/labels.
 - **COPY 2 BID ENVELOPE** (Sealed and Marked as Copy 2) which contains the following:
 - Sealed Envelope marked as COPY 2 TECHNICAL COMPONENT which contains the technical and eligibility documents, ring or book bound with tab markings/labels
 - Sealed Envelope marked as COPY 2 FINANCIAL COMPONENT which contains the Financial Component (Bid Form and Bill of Quantities), ring or book bound with tab markings/labels.

These envelopes containing the original and the copies shall then be enclosed in one single envelope. Please see below illustration:



PROPER MARKING OF MAIN ENVELOPE



Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

Ishan be submined with the Butj						
BID FORM						
Date :						
Project Identification No.: PB-ECC-2025-04						
The BAC Chairperson						
Employees' Compensation Commission						
4 th & 5 th Floors, ECC Building 355 Sen. Gil Puyat Avenue						
Makati City						
Wakati City						
Having examined the Philippine Bidding Documents (PBDs) including the						
emental or Bid Bulletin Numbers, the receipt of which is hereby						
acknowledged, we, the undersigned, offer to supply/deliver the project - Procurement						
inpower Support Services (Janitorial, Technical and Clerical) in the ECC for One (1)						
(2025-2026) in conformity with the said PBDs for the sum of						
[4-4-11-1]						
[total bid amount in words] (₱						
(₱) [total bid amount in figures]						
or the total calculated bid price, as evaluated and corrected for computational errors, ther bid modifications in accordance with the Price Schedules attached herewith and made of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to tify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,						
If our Bid is accepted, we undertake:						
 a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs); 						
()						

- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

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

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

DETAILS OF BID: MANPOWER SUPPORT SERVICES IN THE ECC FOR ONE (1) YEAR

BAC FORM No. 5	Breakdown of the Clerical/ Technica mon	al Services for 12			YEES COMPE COMMISSION VARDS COMM							
		Janitor (Head Office) 6 Days / Week MW-NCR	Technical (Central Office) 5 Days/ Week SG-15	Technical (Central Office & REU) 5 Days/ SG-14	Technical (Central Office) 5 Days/ Week SG-13	Technical (Central Office) 5 Days/ Week SG-11	Clerk / Admin Asst. (IPAD) 5 Days/ Week SG 10-1	Clerical (Central Office) 5 Days/ Week SG-07	Clerical (REU) 5 Days/ Week MW-NCR	Driver (Head Office) 5 Days/Week SG-04	Plumber & Carpenter (Head Office) 5 Days/Week SG-08	
*No of Workd	ays	305	253	253	253	253	253	253	253	253	253	
Daily Wage R	ate (DWR)	645.00	1,821.96	1,680.66	1,559.05	1,352.35	1,156.41	816.05	645.00	768.81	973.94	
A. AMOUN'	T DUE TO											
Monthly Basic	Salary	16,393.75	38,413.00	35,434.00	32,870.00	28,512.00	24,381.00	17,205.00	13,598.75	16,209.00	20,534.00	
Maximum of 5	Weekdays only. hours per day/ 110 th for Drivers only											
5 Days Incention (DWRx 5 /12)	ve Leave pay											
13 th Month Pay	y (MBS / 12)											
TOTAL LABO	R COST											
B. AMOUNT D												
SSS Premium												

BAC FORM No. 5	Breakdown of the Clerical/ Technica mon	I Services for 12			YEES COMPE COMMISSION VARDS COMM	N	DATE:				
		Janitor (Head Office) 6 Days / Week MW-NCR	Technical (Central Office) 5 Days/ Week SG-15	Technical (Central Office & REU) 5 Days/ SG-14	Technical (Central Office) 5 Days/ Week SG-13	Technical (Central Office) 5 Days/ Week SG-11	Clerk / Admin Asst. (IPAD) 5 Days/ Week SG 10-1	Clerical (Central Office) 5 Days/ Week SG-07	Clerical (REU) 5 Days/ Week MW-NCR	Driver (Head Office) 5 Days/Week SG-04	Plumber & Carpenter (Head Office) 5 Days/Week SG-08
ECC Share											
SSS WISP											
PhilHealth											
Pag-Ibig Premi	ium										
TOTAL AMOU											
C. RATE PE (A+B)	ER PERSONNEL										
D. OVERH	EAD COST										
Agency Fee/ A Overhead (Inc	dmin Margin and dicate Rate :										
	Sub-Total D										
Add: 12% VA	Т										
Monthly Rate	per Personnel										

BAC FORM No. 5	Breakdown of the Clerical/ Technica mon	I Services for 12		COMMISSION BIDS AND AWARDS COMMITTEE				ATE:			
		Janitor (Head Office) 6 Days / Week MW-NCR	Technical (Central Office) 5 Days/ Week SG-15	Technical (Central Office & REU) 5 Days/ SG-14	Technical (Central Office) 5 Days/ Week SG-13	Technical (Central Office) 5 Days/ Week SG-11	Clerk / Admin Asst. (IPAD) 5 Days/ Week SG 10-1	Clerical (Central Office) 5 Days/ Week SG-07	Clerical (REU) 5 Days/ Week MW-NCR	Driver (Head Office) 5 Days/Week SG-04	Plumber & Carpenter (Head Office) 5 Days/Week SG-08
X no. of Perso	nnel	11	4	4	6	7	2	22	15	6	2
Total Manpow	ver Cost Per Month										
Supplies and Month (Inclusive Amo											
Total Cost Pe	r Month										
Total Manpow Annum (x 12											
Grand Total											
	aily Rate per onthly Rate per 12 months / 305 or										
Submi	tted by:										
Name:				Legal (Capacity: _			Sig	nature:		
Duly A	uthorized to Si	gn the Bid for	and on beha	ılf of:				Tel. No./C	P/Email:		

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT/S SIMILAR TO THE CONTRACT TO BE BID

Date of the Contract	he		Name of Contract	Kind of Goods Sold	Amount of Contact	Date of Delivery/ End- User's Acceptance	Date of Official Receipt	Bidder is A. Manufacturer B. Supplier C. Distributor
	Business Name: Contact Person: Contact No.: Email Address							
	Business Name: Contact Person: Contact No.: Email Address							
Submitted	l by:	I		1	- L			
Name:			Legal Cap	acity:		Signature	:	
Duly Auth	y Authorized to Sign the Bid for and on behalf of: _					Tel. No./CP/Ema	il:	

^{*}Instructions:

a) Cut-off date as of: (i) Up to the day before the deadline of submission of bids.

b) In the column under "Dates", indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.

c) "Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: "Supply and Delivery of Generator Set"

STATEMENT OF ONGOING CONTRACTS AND AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that _	has the following ong	going contracts and	awarded but not yet started	d contracts
, = <u></u>		, ,	3	

Date of the Contract	Contract	ting Party	Name of Contract	Kind of Goods Sold	Amount of Contact	Value of Outstanding Contracts	Bidder is A. Manufacturer B. Supplier C. Distributor
	Business Name: Contact Person: Contact No.: Email Address						
	Business Name: Contact Person: Contact No.: Email Address						
Name:			Legal Capacity:		_Signature:		
Duly Authoriz	eed to Sign the Bid for a	and on behalf of:		Tel. N	Io./CP/Email:		

^{*}Instructions:

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of: **i.** The day before the deadline of submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) "Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. Example: "Supply and Delivery of Generator Set"

NFCC COMPUTATION FOR ELIGIBILITY CHECK

	Amount
I. CURRENT ASSETS	
II. LESS: CURRENT LIABILITIES	
III. NET WORKING CAPITAL (I – II)	
IV. NET WORKING CAPITAL x 15	
V. LESS: VALUE OF ALL OUTSTANDING OR UNCOMPLETED PORTIONS OF THE PROJECTS UNDER ONGOING CONTRACTS, INCLUDING AWARDED CONTRACTS YET TO BE STARTED, COINCIDING WITH THE CONTRACT TO BE BID	
VI. NET FINANCIAL CONTRACTING CAPACITY (NFCC)	
The values of the domestic bidder's current assets and current lia Audited Financial Statements submitted to the BIR (with stam	
Submitted by:	
Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Tel. No./Cellphone No./Email Address:	
Date:	

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)	
CITY OF	_) S.S.

BID SECURING DECLARATION Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT made the	day of	20	between [name of
PROCURING ENTITY] of the Philippines	s (hereinafter ca	alled "the Entity")	of the one part and
[name of Supplier] of [city and country of	f Supplier] (her	einafter called "th	e Supplier") of the
other part;			

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised) [shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINE	S)
CITY/MUNICIPALITY OF) S.S

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

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

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

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

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

IN WITNESS WHEREOF, I	have hereunto set m	y hand this	day of _	, 20	at,
Philippines.					

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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



Republic of the Philippines

Government Procurement Policy Board