

**NOTICE OF NEGOTIATED PROCUREMENT**  
**(Negotiated Procurement due to Two-Failed Biddings)**  
**DSWD NNP No. 21-TFB-001**

**“PROVISION OF MULTI-YEAR CONTRACT FOR THE HIRING OF SERVICE PROVIDER FOR PREVENTIVE MAINTENANCE OF THE PASSENGER ELEVATOR AT DSWD-CENTRAL OFFICE FOR CY 2021-2022”**  
(PR Nos. 20200500126 and 20200050127)

1. The **Department of Social Welfare and Development (DSWD)**, through the **Administrative Service – Building and Grounds Management Division (AS-BGMD) DSWD Funds**, intends to apply the sum of **Nine Hundred Thousand Pesos (PhP900,000.00)**, being the Approved Budget for the Contract (ABC), to payments under the contract for the **Provision of Multi-Year Contract for the Hiring of Service Provider for the Preventive Maintenance of the Passenger Elevator at DSWD - Central Office**.

The total approved budget allocation under this Negotiated Procurement - Two-Failed Bidding project for multi-year are described as follows:

Year	Approved Budget for the Contract (in Philippine Peso)
1 <sup>st</sup> Year (01 January 2021 – 31 December 2021)	450,000.00
2 <sup>nd</sup> Year (01 January 2022- 31 December 2022)	450,000.00
<b>Total ABC for 2 years</b>	<b>900,000.00</b>

This Negotiated Procurement – Two-Failed Bidding is for Multi-Year Contract for the **Hiring of Service Provider for the Preventive Maintenance of the Passenger Elevator at DSWD - Central Office**. In line with the foregoing, DSWD reserves the right to pre-terminate the contract without liability for reasons of budgetary limitations in succeeding year. The Service Provider is encouraged to strictly follow the provision of the multi-year contract including fixed pricing for the full duration of contract term. Moreover, the Service Provider is subject to Performance Evaluation by the AS-BGMD by the end of each year and submission of valid and current Mayor's/Business Permit, Certificate of Philippine Government Electronic Procurement System (PhilGEPS) Registration (Platinum Membership), Tax Clearance and other applicable government issued licenses/certificate as required.

2. The DSWD now invites technically, legally, and financially capable supplier for the project at hand. The prospective supplier shall submit the Technical and Financial Component as specified in Annex A. Checklist of Technical and Financial Documents.

3. The procurement procedure that will be adopted is Negotiated Procurement considering that there has been two failure of biddings pursuant to Section 53.1 of the Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184), otherwise known as the Government Procurement Reform Act (GPRA).


The procurement is restricted to Filipino citizens/sole proprietorships, 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 R.A. 5183 and subject to Commonwealth Act 138.

The Bids and Awards Committee (BAC) will engage in negotiation a sufficient number of suppliers to ensure effective competition. **The selection of the successful offers shall be based on the best and final offer that will be submitted on a specified date, which could meet the DSWD's minimum technical and financial requirements and does not exceed the ABC.**

4. Interested Suppliers may obtain further information from the **BAC Secretariat** at the address given below from Monday to Friday at 8:00 am to 5:00 pm.
5. The deadline for the submission of quotations/proposals and other required documents is on **27 January 2021 at 09:00 a.m.** which shall be delivered at the **BAC Secretariat Office, 2<sup>nd</sup> Floor Mahusay Building, DSWD Central Office, IBP Road, Constitution Hills, Quezon City.** Late quotations/proposals shall not be accepted.
6. The opening of quotations and negotiations shall be on **27 January 2021 at 10:00 a.m.,** to be held at the **Agency Operation Center Conference Room, Ground Floor Mahusay Building, DSWD Central Office, IBP Road, Constitution Hills, Quezon City.**
7. The DSWD reserves the right to accept or reject any proposal and to annul the procurement process at any time prior to contract award, without thereby incurring any liability to the affected suppliers.
8. For further information, please refer to:

**THE CHAIRPERSON**

DSWD Bids and Awards Committee  
c/o BAC Secretariat  
Ground Floor, DSWD Central Office  
IBP Road, Constitution Hills, Quezon City  
Fax No. (02) 951-7116  
Telephone Nos. (02) 931-8101 to 07 Local 123



**RENE GLEN O. PAJE**  
Undersecretary and  
Bids and Awards Committee Chairperson



## Annex "A"

**CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS**

To ensure that DSWD negotiates contract with a technically, legally, and financially capable supplier, the prospective supplier must submit the following documents (*each supplier/bidder shall submit **one [1] original and one [1] copy** of the Technical and Financial Components in a sealed envelope duly marked and signed*):

**I. TECHNICAL COMPONENT ENVELOPE*****Class "A" Documents*****Legal Documents**

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

**Technical Documents**

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (*Annex L*); **and**
- ☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period; (*Annex M*);

For this purpose, similar contract shall refer to **Repair and Maintenance of Passenger Elevator, equivalent to at least fifty percent (50%) of the ABC within the last three (3) years prior to opening of quotations.** **and**

- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration (*Annex H*);

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%) of ABC ( <b>PhP18,000.00</b> )
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a Foreign Bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%) of ABC ( <b>PhP45,000.00</b> )
d) <b>Bid Securing Declaration</b> - is an undertaking which states, among others, that the bidder shall enter into contract with the procuring entity and furnish the required performance security within ten (10) calendar days, or less, from receipt of the Notice of Award, and committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the GPPB.	

The bid and bid security shall be valid for **one hundred twenty (120) calendar days** from the date of opening of quotation. **and**

- ☐ (h) Conformity with the Technical Specifications (*Annex D*), which may include Schedule of Requirements (*Annex C*) and production/delivery schedule, manpower requirements, and/or after-sales/parts, **if applicable; and**
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS) (*Annex J*); **and** Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney in case of a single proprietorship; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.



**Financial Documents**

- ☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

**Class "B" Documents**

- ☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (m) Original of duly signed and accomplished Financial Bid Form (*Annex E*); **and**
- ☐ (n) Original of duly signed and accomplished Price Proposal Form (*Annex G*); **and**
- ☐ (o) Original of duly signed and accomplished Price Schedule(s) (*Annex F*).

## Annex "B"

## ADDITIONAL DOCUMENTS

The following documents shall be submitted upon request by the BAC on a specified date.

- i. Best and Final Offer;
- ii. Post Qualification requirements -
  - ii.1 Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) shall be accepted<sup>1</sup>;

**NOTE: The latest income tax returns (ITR) are those covering the immediately preceding year, while the latest business tax returns (BTR) are those filed within the last six (6) months preceding the date of opening of quotation.**

- ii.2 Certification that the Service Provider is competent and experienced in the field of elevator maintenance and service repair with a minimum of five (5) years prior experience on comparable or more complex equipment (**must be duly notarized**);
- ii.3 Certification that the lead personnel/technician who will administer the maintenance and service repair program must be experience and well trained (**must be duly notarized**); and
- ii.4 Lead personnel/technician licenses and/or training certificates and/or other documents/certifications as to appropriate training/seminar attended related to elevator maintenance.

To guarantee the faithful performance by the contractor of its obligations under the Contract, it shall submit a performance security, within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract, to wit:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Ten percent (10%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by	

<sup>1</sup> GPPB Resolution 11-2013, amendments effective 15 June 2013.



Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)

Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate the procedure to the next LCRB identified and selected for recommendation of contract award.



# General Conditions of Contract



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## 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. 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.

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



## **5. Warranty**

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

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

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

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

# Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>The delivery terms applicable to this Contract are as indicated in Schedule of Requirements. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p style="padding-left: 40px;">ENGR. ALFREDO C. EVANGELISTA II Officer-in-Charge Building and Grounds Management Division Administrative Service Department of Social Welfare and Development-Central Office IBP Road, Batasan Hills, Quezon City</p> <p><b>Incidental Services –</b></p>
	<p>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.</p> <p><b>Spare Parts –</b></p> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period stated in Schedule of Requirements.</p> <p>Spare parts or components shall be supplied as promptly as possible.</p> <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during</p>



	<p>transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p><b>Transportation –</b></p> <p>Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be in accordance with Section VI (Schedule of Requirements).
4	The DSWD Central Office – Inspection Committee shall inspect the Goods/Services upon delivery and installation to the DSWD designated delivery sites/places. DSWD reserves the right to inspect or test the Goods and accept or reject any or all items delivered not in accordance with the specifications indicated in the Technical Specifications.

## Schedule of Requirements

### Provision of Multi-Year Contract for the Hiring of Service Provider for the Preventive Maintenance of the Passenger Elevator at DSWD Central Office for CY 2021-2022

#### I. Contract Duration:

Calendar Year	Coverage	Contract Period
Year 1	01 January 2021 – 31 December 2021	upon receipt of Notice to Proceed to 31 December 2022
Year 2	01 January 2022 – 31 December 2022	

This bidding is for Multi-Year Contract for the **Hiring of Service Provider for the Preventive Maintenance of the Passenger Elevator at DSWD - Central Office**. In line with the foregoing, DSWD reserves the right to pre-terminate the contract without liability for reasons of budgetary limitations in succeeding year. The Service Provider is encouraged to strictly follow the provision of the multi-year contract including fixed pricing for the full duration of contract term. Moreover, the Service Provider is subject to Performance Evaluation by the AS-BGMD by the end of each year and submission of valid and current Mayor's/Business Permit, Certificate of PhilGEPs Registration (Platinum Membership), Tax Clearance and other applicable government issued licenses/certificate as required.

#### II. General Specifications of Department's Existing Passenger Elevator:

Project Locations	Matapat-Magiliw Building, DSWD-Central Office, Batasan Hills, Quezon City
Number of Elevators	One (1) Passenger Lift
Original Manufacturer	Otis
Year of Original Installation	1993
Floors/ Number of Stops	4 Floors/ Stops (All at front)
System Control	SAMIL ELTEK (Simplex Selective Collective)
Power Supply	230 Volts
Machine Room Position	With Machine Room (Above)
Shaft Construction	Masonry

### III. Project Cost and Schedule:

Description	Unit Cost	2021 Amount	2022 Amount
1.Preventive Maintenance and Service Repair, Check-up, Cleaning, Inspection, Testing, Repair and Adjustment (4 visits per month)	PhP 32,000.00/ month	PhP 384,000.00	PhP 384,000.00
2.Call-back Services;			
3.Annual Supply of Consumables and Materials:	PhP 66,000.00	PhP 66,000.00	PhP 66,000.00
a. Door Guide shoe (20pcs.)			
b. Magnetic Contractor (1pc)			
c. Relay (1pc)			
d. Oils and greases			
4.Mobilization and demobilization			
Total Amount per Year		PhP450,000.00	PhP450,000.00
<b>Total Project Cost (2021 to 2022)</b>		<b>PhP 1,158,000.00</b>	

### IV. Payment Terms/Schedule:

- The Invoice/ Billing Statement for the maintenance and repair services rendered must be submitted to DSWD. The contract price for the services rendered is inclusive of all applicable taxes.
- Submission of a Preventive Maintenance/Service Report to the Office of the Building and Grounds Management Division (BGMD) shall be a pre-requisite for payment.
- **Payment shall be made monthly with the actual service rendered.** Payment shall be in strict compliance and in accordance with the stipulation of the Procurement Law.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_



Annex "D"

# Technical Specifications

## Provision of Multi-Year Contract for the Hiring of Service Provider for the Preventive Maintenance of the Passenger Elevator at DSWD Central Office for 2021-2022

DSWD Specifications	Bidder's Specifications <sup>2</sup>
<b>Provision of Multi-Year Contract for the Hiring of Service Provider for the Preventive Maintenance of the Passenger Elevator at DSWD Central Office for 2021-2022</b>  <b>1. QUALIFICATION OF THE SERVICE PROVIDER</b>  1.1. The service provider must be competent and experienced in the field of elevator maintenance and service repair with a minimum of five (5) years prior experience on comparable or more complex equipment;  1.2. The lead personnel/technician who will administer the maintenance and service repair program must be experienced and well-trained with license and/or training certificates and/or other documents/certifications as to appropriate training/seminar	

<sup>2</sup> IMPORTANT NOTE: Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's unamended 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.

attended related to elevator maintenance;

## 2. SCOPE OF WORKS

### A. Preventive Maintenance and Service Repair

1. The service provider is required to perform preventive maintenance and emergency repair to keep the equipment properly adjusted and in the safe operating conditions through regular and systematic inspection, adjustment, cleaning, lubrication, testing, repair and/or replacement (if required) on all parts of the elevator equipment;
2. The service provider must clean the machine room, hoistway, car top, car pit, and guide rails; check all machines and components for abnormal rise in temperature, oil leaks, vibrations, and noise; check leveling differences, brake slippage, acceleration, deceleration, and riding comfort; and check all load wires, termination, and the operation of relays, push buttons, and all safety switches;
3. All works and services provided shall be performed during normal working hours. The preventive maintenance and service repair shall be performed by the service provider four (4) times a month every Saturday during regular working hours from 8:30 to 5:30 PM (except

services for unscheduled elevator breakdowns);

4. The preventive maintenance schedule as prepared by the service provider, shall show building name, elevator serial number, examination frequency and examination hours and be keyed to a preventive maintenance schedule prepared for the specific equipment. Schedules shall be maintained by indicating the work performed, the signature of the mechanic performing the work and dated the day the work was performed;
5. The service provider will only use trained personnel and qualified technicians to supply the labor and equip its employees with the right set of tools, personal protective gear and other miscellaneous materials necessary in keeping the elevator properly adjusted and maintain its proper and safe operating conditions;
6. The service provider must lubricate all parts of the elevator that needs lubrication. Only the right type of oil and grease must be used. Worn out seals must be replaced. The service provider must also refill the two (2) oiler boxes of the elevator with the right type and quantity. In cases where the lubricant or grease is contaminated with dirt, the service provider must remove



and clean the part first before applying a new lubricant;

7. For major repair, the service provider will repair and/or replace any part of the elevator unit which is identified as defective. DSWD will supply the materials for the necessary replacements.

#### B. Call-back Services

In line with the continuous service for the clients and employees of DSWD Central Office, an emergency call-back service must be implemented.

1. The service provider shall implement an emergency adjustment call-back service at no extra charge upon notice of the DSWD at any hour of the day. With the best effort, the equipment must be visited or attended within 24 hours upon notice from DSWD or as soon as the technical crew of the service provider is available when urgent action is required.
2. With the sudden or unexpected turn of event that the elevator needs repair during normal working days, the service provider may give a temporary shutdown to give ample time and space for repair service
3. DSWD will give the technical crew of the service provider an access to the elevator and associated locations such as landings, lobbies, machine rooms, and related areas to make necessary findings with

the presence of the Administrative Service-Building Grounds and Management Division (AS-BGMD) Personnel.

4. DSWD will immediately report any details of the unsatisfactory running or irregular performance of the elevator to the respective technical group of the service provider.

### 3. OTHER PROVISIONS

- 3.1. The service provider shall, following the terms hereof, maintain the elevator's safety standards on any changes in compliance with the existing governmental authorities, codes, and regulations;
- 3.2. The service provider shall check the group dispatching system and make necessary tests to ensure that all circuits and time setting devices are properly adjusted and that the system performs or functions as originally designed;
- 3.3. The service provider shall maintain a reasonable stock of genuine spare parts and supplies to service the elevator and should only use genuine parts for replacement specifically manufactured for the said equipment. A one (1) year warranty shall be imposed on the repaired/replaced and/or installed equipment parts;
- 3.4. The service provider shall maintain employees safety as one of its important concerns. The service provider shall

provide employees with information and supplies necessary to comply with the Occupational Safety and Health Act (OSHA), and procedures stated in the Elevator Industry Field Employees' Safety Handbook;

3.5. For safety purposes, DSWD shall not direct or permit the repair, alteration, replacement, nor allow interference with any of the elevator parts other than the service provider authorized employees or sub-contractors;

3.6. Emergency calls, complaints, or trouble notices are non-billable on the cases when cited problem is caused by deficiency or failure of previous maintenance work done by the service provider and must be immediately corrected accordingly.

#### **4. ACCOUNTABILITIES**

4.1. The service provider shall be liable for any losses and/or damages to persons or property including properties of private entities located within the DSWD premises due to the fault or negligence of the service provider during the conduct of its works and services;

4.2. The service provider shall not be liable for physical damage or injury to any person or damage to property for which, in any such case, is in the act of nature;



4.3. The service provider hereto agrees that their crew may be subjected to an on-the-spot search/inspection by DSWD's security guards-on-duty whenever entering or and/or leaving the premises;

4.4. The service provider must maintain insurance for its employees or contractors against all claims that it may be responsible for;

4.5. The service provider must not assume or accept possession or management of any part of the elevator equipment including the waste materials, for DSWD remains the exclusive owner thereof.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Annex "E"

## Bid Form

---

Date: \_\_\_\_\_  
DSWD NNP No.: 21-TFB-001

To: *[name and address of Procuring Entity]*

Having examined the Notice of Negotiated Procurement (NNP) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said NNP for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- (a) to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the NNP;
- (b) to provide a performance security in the form, amounts, and within the times prescribed in the NNP;
- (c) to abide by the Bid Validity Period specified in the NNP 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 NNP.

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.

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Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_







Name of Bidder: \_\_\_\_\_ DSWD NNP No. \_\_\_\_\_  
Page \_\_\_\_ of \_\_\_\_

Name: \_\_\_\_\_  
 Legal Capacity: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Annex "G"

## Price Proposal Form

Date: \_\_\_\_\_

DSWD NNP No.: 21-TFB-001

### Provision of Multi-Year Contract for the Hiring of Service Provider for the Preventive Maintenance of the Passenger Elevator at DSWD-Central Office for CY 2021-2022

Particulars (a)	Quantity (b)	UNIT COST (inclusive of applicable taxes and in Phil Peso) (c)	TOTAL COST (in Phil Peso)	
			2021 (d)	2022 (e)
1. Preventive Maintenance and Service Repair, Check-up, Cleaning, Inspection, Testing, Repair and Adjustment; (4-visit per month)	1-lot	(indicate here unit cost per month)	(d) = (b)*(c)*12	(e) = (b)*(c)*12
2. Call-back Services;				
3. Annual Supply of Consumables and Materials	1-lot	(indicate here unit cost for the year)	(d) = (b)*(c)	(e) = (b)*(c)
e. Door Guide shoe (20 pieces)				
f. Magnetic Contractor (1 piece)				
g. Relay (1 piece)				
h. Oils and greases (1 lot)				
4. Mobilization and demobilization (1 lot)				
Total Amount/Contract Price per Year			Sum of (d)	Sum of (e)
Total Contract Price (2021 to 2022) inclusive of applicable taxes and in Phil Peso = [Total amount/Contract Price per year of (d) + (e)]				

NOTE: In case of discrepancy between unit price and total price, the unit price will prevail. Contract Price is inclusive of all applicable taxes.





Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Annex "H"

**BID SECURING DECLARATION FORM**

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

**BID SECURING DECLARATION**  
**DSWD NNP No.:** *[Insert Reference 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]*



Annex "I"

## Contract Agreement Form

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### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT** of the Philippines (hereinafter called "the Entity") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Notice of Negotiated Procurement (NNP);
  - 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 NNP. **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]*

Annex "J"

## Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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



4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Notice of Negotiated procurement, which includes:
  - (a) Carefully examining all of the Notice of Negotiated Procurement;
  - (b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - (c) Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - (d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any

person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

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

**[Jurat]**

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

Annex "K"

## Certification from Insurance Commission

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**NOTE:** Use this template for the required "Certification from the Insurance Commission", which shall accompany surety bonds issued for purposes of Bid Security and Performance Security.

### [Insurance Commission Letterhead]

#### CERTIFICATION

This is to certify that [insert Name of Insurance Company] is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as Fire, Marine, Casualty and Surety under [insert Certificate of Authority Number] effective [insert date of period of effectivity], unless sooner revoked or suspended for cause.

It is certified, moreover, that [insert Name of Insurance Company] is likewise authorized under Administrative Order No. 30 to underwrite and issue Performance Bonds, Bidder's Bonds, and Surety Bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to the Revised Implementing Rules of RA.9184.

It is further certified that [insert Name of Insurance Company] issued a surety bond under [insert Bond No.] to [insert Name of Service Provider or Supplier] in favor of **Department of Social Welfare and Development** in the amount of [insert amount] for the [insert Name of the Project].

This certification is issued upon the request of [insert Name of the Authorized Representative] of [insert Name of Insurance Company], pursuant to Section 39.2(c) of the Revised Implementing Rules and Regulations of RA9184.

Issued on the [insert date] in [insert Place].

For the Insurance Commissioner  
[insert name of Authorized Representative]  
[insert Position and Office]  
Paid under [insert Official Receipt No.]



## Annex "L"

## Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_

### A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

### B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

**Note:** The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion**

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## Annex "M"

## Statement of Single Largest Completed Contract (SLCC)<sup>3</sup> Similar to the Contract to be Bid

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address				b. Date Started
	c. Contact Nos.		Description	%	c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: The following documents must be attached to support this statement: (a) **Official Receipt(s) or Sales Invoice** or (b) **User's Certificate of Acceptance/Completion**

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>3</sup> The Bidder must have completed, within the period specified in Annex A letter f of the Notice of Negotiated Procurement, a single contract that is similar to the project to be bid, equivalent to fifty percent (50%) of the ABC.