

PHILIPPINE BIDDING DOCUMENTS

Procurement of Human Resource Service Provider for the Administrative Support and General Services Personnel for C.Y. 2021

IB No. 2021-EPA-0023

**Government of the Republic of the Philippines
Philippine Competition Commission**

December 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

INVITATION TO BID FOR

PROCUREMENT OF HUMAN RESOURCE SERVICE PROVIDER FOR THE ADMINISTRATIVE SUPPORT AND GENERAL SERVICES PERSONNEL FOR C.Y. 2021

1. The *Philippine Competition Commission (PCC)*, through the *FY 2021 National Expenditure Program (NEP)* intends to apply the sum of *Nineteen Million Eighty Eight Thousand Three Hundred Thirty Six Pesos and 54/100 (PhP19,088,336.54)*, being the Approved Budget for the Contract (ABC) to payments under the contract for *Procurement of Human Resource Service Provider for the Administrative Support and General Services Personnel for C.Y. 2021* under *Invitation to Bid (IB) No. 2021-EPA-0023*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *PCC* now invites bids for the above Procurement Project. Delivery of the Goods is required by *January – December 2020*. Bidders should have completed a contract similar to the Project from the date of submission and receipt of bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. 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. Interested bidders may obtain further information from *PCC* and inspect the Bidding Documents at the address given below during *office hours from 9:00 A.M. to 5:00 P.M. (Monday through Friday)*.
6. A complete set of Bidding Documents may be acquired by interested Bidders on *7 December 2020* from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB and internal issuance of PCC Bids and Awards Committee (PBAC), in the amount of *Fifteen Thousand Pesos (PhP15,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail.

It 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 nonrefundable fee for the Bidding Documents not later than the submission of their bids

7. The **PCC** will hold a Pre-Bid Conference on **14 December 2020, 1:30PM** at the given address below or through Microsoft Teams teleconference which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat at the office address indicated below on or before **28 December 2020, 12:00NN**. Late bids shall not be accepted.
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 **28 December 2020, 1:30PM** at the address given below or through Microsoft Teams teleconference. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.
11. The **PCC** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

THE SECRETARIAT

Bids and Awards Committee

Philippine Competition Commission

25/F Vertis North Corporate Center 1,

North Avenue, Quezon City, 1105

Tel. No.: (02) 8771-9722/ (02) 8771-9757

Email: procurement@phcc.gov.ph / mrfajutnao@phcc.gov.ph

Website: www.phcc.gov.ph



ATTY. JOSEPH MELVIN B. BASAS

Chairperson, PCC Bids and Awards Committee



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *PCC* wishes to receive Bids for the *Procurement of Human Resource Service Provider for the Administrative Support and General Services Personnel for C.Y. 2021* with identification number *IB No. 2021-EPA-0023*.

The Procurement Project (referred to herein as “Project”) is composed of 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 2021 in the amount of *Nineteen Million Eighty-Eight Thousand Three Hundred Thirty Six Pesos and 54/100 (PhP19,088,336.54)*.

2.2. The source of funding is the *FY 2021 National Expenditure Program (NEP)*

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 7 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 prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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.

15. Sealing and Marking of Bids

Each Bidder shall submit **one (1) original** and **two (2) copies** 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.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 8 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 10 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the

BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Procurement of Human Resource Services Provider for the Administrative Support and General Services Personnel for C.Y. 2021.</i> b. completed within prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	<ul style="list-style-type: none"> i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable); ii. The cost of all customs duties and sales and other taxes already paid or payable; iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and iv. The price of other (incidental) services, if any.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>Three Hundred Eighty One Thousand Seven Hundred Sixty Six Pesos and 73/100 (PhP381,766.73)</i>, 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 <i>Nine Hundred Fifty Four Thousand Four Hundred Sixteen Pesos and 83/100 (PhP954,416.83)</i> if bid security is in Surety Bond.
19.3	<i>Please refer to the attached Terms of Reference.</i>
20.2	<i>Not Applicable</i>
21.2	<i>Not Applicable</i>

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
	<p>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:</p> <p>“The delivery terms applicable to this Contract are delivered to <i>PCC</i>. 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 are the End-User or the project proponents.</p> <p>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:</p> <ol style="list-style-type: none"> 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
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <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>Spare Parts – The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>

	<p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p>
	<p>Packaging –</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 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>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>

	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of 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>Intellectual Property Rights –</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	<i>Partial payment is not allowed.</i>
4	<i>Please refer to the attached Terms of Reference.</i>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Please refer to the attached Terms of Reference

Section VII. Terms of Reference

TERMS OF REFERENCE

Project Title	: <i>Procurement of Human Resource Services Provider for the Administrative Support and General Services Personnel for C.Y. 2021</i>
Contract Type	: Institutional Contract of Service
Contract Duration	: January 01 – December 31, 2021

I. Background / Objective

The Philippine Competition Commission (PCC) as an independent quasi-judicial body, pursuant to RA 10667, is mandated to implement the national competition policy which serves as the primary competition law in the Philippines for promoting and protecting competitive market. The creation of PCC promotes economic efficiency and ensures fair and healthy market competition where everyone, from metro cities to far-flung communities, can contribute to and benefit from the development across the country.

To provide support in the attainment of the PCC's Vision and Mission and to properly deliver the agency's mandates, the PCC seeks to enter into an outsourcing agreement with private manning agencies for the supply and provision of competent support, administrative and general services personnel.

II. Scope of Work

Pursuant to the terms and conditions of the Contract, the winning Human Resource service provider/contractor shall provide the administrative support and general services personnel required, as listed in Annex "A", for deployment in workstations to be determined by the PCC during the period/duration indicated for each position. Contract duration is for twelve (12) months (from January - December 2021).

III. Duties and Responsibilities

A. Service Contractor

The Service Contractor shall perform the following duties and responsibilities:

1. Ensure compliance with relevant issuances of Department of Labor and Employment (DOLE), Social Security System (SSS), Pag-IBIG, Bureau of Internal Revenue (BIR), PhilHealth, and the Revised Implementing Rules and Regulations (RIRR) of the Republic Act (RA) No. 9184 otherwise known as the Government Procurement Reform Act.
2. Provide the PCC with requested documents to verify the identity of the contractual employees to be assigned to PCC.
3. Provide the Chief Security Officer of the PCC's Lessor (i.e., North Eastern Commercial Corporation) with a complete and up-to-date list and photograph of the

personnel to be assigned to PCC, including the personnel who shall act as relievers in some instances.

4. Allow PCC to refer, screen applicants and recommend the best suited candidate to the position subject to the documentary requirements of the Service Contractor.
5. Submit to PCC-Administrative Office (AO) within five calendar (5) days of every month a statement signed by the Service Contractor's duly authorized representative that it has paid all wages, salaries, compensation and other benefits of the employees assigned to PCC for services rendered during the immediately preceding month, and that such payments are in accordance with the requirements of law. The PCC shall in no case be liable for any interest penalty or for delayed payments of the remittances.
6. Have the exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures.
7. Assume full responsibility and undertake to reimburse the PCC for any loss, damage, or injury caused to the PCC or its employee's properties or premises, arising from or occasioned by the employee's act or omission.
8. Take necessary precaution and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage or loss to the persons and property and shall at all times save the PCC from any claim for damage arising therefrom.
9. Comply with its obligation as employer imposed by the labor laws and other social legislations
10. Adhere to the basic reportorial requirements of PCC such as, but not limited to semi-monthly statements of account, accompanied by certified true copy of semi-monthly payroll including applicable deductions and photocopies of the breakdown and official receipts of personnel's mandatory contribution to SSS, PhilHealth and Pag-IBIG, as well as the withholding taxes to BIR.
11. Designate in-house coordinator/s to perform the following but not limited to collate and submit semi-monthly payroll documents, and delivery of monthly/quarterly/semesterly cleaning supplies.
12. Ensure complete approval of documentary requirements including all supporting documents for semi-monthly statements of account.
13. Ensure that all its personnel follow the office rules and regulations of PCC.
14. Prepare the weekly schedule of its cleaners eight (8) hours a day from Monday to Saturday.
15. Ensure the availability of a replacement/reliever cleaner in case of an unscheduled absence/leave of the same.

16. Require all its employees to be in proper office attire prescribed by PCC except for cleaners, messengers and drivers who shall wear Service Contractor's prescribed uniform at all times while on duty.
17. Pay the overtime services rendered by the personnel so long as an authority to render overtime services is properly accomplished by the personnel and approved by the respective office head where he/she is assigned.
18. Maintain a satisfactory level of performance throughout the duration of the contract based on a prescribed set of performance criteria:
 - a) Quality of service delivered;
 - b) Time management;
 - c) Management and suitability of personnel;
 - d) Contract administration and management; and
 - e) Provision of regular progress reports.
19. Orient the deployed personnel to abide by the established PCC Information Security Management System (PCC ISMS).
20. require the deployed personnel to accomplish a Confidentiality Agreement.
21. Provide the janitorial supplies, materials, ornament and equipment as listed in Annex "B".

B. Philippine Competition Commission

The commission shall perform the following duties and responsibilities:

1. Refer applicants subject to the screening process of the service contractor.
2. Give direct instructions to the personnel assigned to PCC during their term of duty; however, providing such direct instructions shall not relinquish the power of the Human Resource Service Provider as the employer of the said personnel.
3. Require change of personnel in case of individual work performance of respective support personnel concerned fall below project/work activity expectations.
4. Provide relevant documents needed by the Service Provider to warrant the personnel's deployment, if necessary and as deemed appropriate and justifiable.
5. Pay the winning bidder in accordance with the conditions set forth in Section VII of hereof.
6. Through the AO-Human Capital Management Division (HCMD), provide the work schedule of the personnel to be assigned to the PCC prior deployment.
7. Facilitate registration of deployed personnel to the building and PCC access security systems and email network, as necessary.

8. For authorized official out-of-town travels that require transport services of the common pool drivers, all related travel expenses of said drivers such as accommodation, toll fees, and meals shall be initially shouldered by the PCC employee of the concerned Office/Division/Unit and shall be subjected for reimbursement.

IV. Qualifications of Human Resource Service Provider/Contractor:

The qualifications of Human Resource Services Provider/Contractor are as follows:

1. Must be engaged in the business for at least five (5) years.
2. Must be a duly licensed and registered Service Contractor in accordance with Department of Labor and Employment (DOLE) Department Order No. 18-A, series of 2011, and other existing relevant regulations. The Service Contractor shall submit Compliance Certificate/Clearance from the DOLE and National Labor Relations Commission Certificate.
3. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).
4. Must be duly registered with the BIR.
5. Must be an active employer registered with the following agencies:
 - a) SSS
 - b) Pag-IBIG, and
 - c) PhilHealth
6. Must present a Certificate of Satisfactory Service from at least three (3) government agencies and private corporations, with whom the Service Contractor has a past or ongoing contract from the last five (5) years.
7. Preferably based in or around Metro Manila.

The pertinent documents to support the above-mentioned qualifications shall be submitted by the lowest/single calculated bidder during the post qualification.

V. Other requirements

The following pertinent documents shall be submitted by the winning bidder/contractor within 15 calendar days from the date of the contract effectivity:

1. Proof of paid remittances from the following government agencies: SSS, PhilHealth, Pag-IBIG and BIR in the form of a certification issued by the said agencies within the last six (6) months from the date of notice to proceed.

2. Curriculum Vitae of the personnel to be assigned to PCC with the following information and supporting documents:
 - a. Resume / Biodata with recent photo
 - b. Diploma and other school credentials (e.g. Transcript of Records)
 - c. Appropriate and relevant trainings / certifications
 - d. Previous work experience with Certificate of Employment
3. Undertaking to pay their personnel the prescribed benefits pursuant to applicable laws, rules and regulations.

VI. Approved Budget for the Contract

The Approved budget for the Contract (ABC) is **Nineteen Million Eighty-Eight Thousand Three Hundred Thirty Six Pesos and 54/100 (₱19,088,336.54)**, inclusive of the total personnel cost covering direct labor costs, and mandatory contributions due to concerned government agencies for the services rendered by the personnel deployed by the Service Provider, administrative costs and all applicable government taxes.

The ABC is also inclusive of the cost of overtime services, which shall not exceed ten percent (10%) of the total personnel cost and shall be charged accordingly in a separate billing statement.

Costs for janitorial supplies, materials, equipment and ornaments are also included in the ABC.

VII. Payment Scheme

The PCC shall pay the Service Provider upon submission of the statement of account/billing statement with the corresponding Monthly Billing Rates stipulated in the Contract subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered by the support personnel deployed by the winning service provider/contractor; and upon submission of its monthly personnel payment and affidavit or sworn certification that it has paid the salaries and benefits of its personnel for the period covered, per submitted payroll and remitted the corresponding premiums to Pag-IBIG, SSS, PhilHealth and ECC and payment of withheld compensation taxes to BIR.

The monthly payment of the services rendered by the personnel shall be based on the Schedule of Prices indicated in Annex "C".

VIII. Liquidated Damages

If the contractor fails to deliver any or all of the goods and/or to perform the services within the period specified in this contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay. Pursuant to the Section 68 of the RIRR of RA 9184. The maximum deduction shall be ten percent (10%) of the amount of the

contract. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

IX. Mode of Procurement

The mode of procurement shall be through Competitive Bidding in accordance with the provision of RIRR of RA 9184.

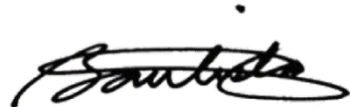
X. Dispute Resolution

- a. Should any dispute related to the TOR and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.
- b. In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and
- c. Any amendment or additional terms and conditions to the TOR must be in writing, signed and acknowledged by the Parties.

Reviewed by:



Ma. Celeste S. Dizon
OIC, AO-GSD



Antonia Lynnely L. Bautista
Chief, AO-HCMD

Approved by:



Jeson O. de la Torre
OIC, Administrative Office

CONFORME:

Name & Signature of Authorized Representative

Company Name

Date

ANNEX "A"

**ADMINISTRATIVE SUPPORT AND GENERAL SERVICES PERSONNEL
(SCOPE OF WORK)**

OFFICE	APPROVED/RATIONALIZED by ED/ManCom			WORK SCHEDULE
	Number	Salary Scale	Position Title	
EO	1	3	Administrative Assistant	Mon-Fri
CKMO-KMD	1	5	Graphics Artist	Mon-Fri
	1	3	Administrative Assistant/Library Assistant	Mon-Fri
CKMO-CBAD	1	3	Administrative Assistant	Mon-Fri
MAO	3	3	Administrative Assistant	Mon-Fri
CEO	2	3	Transcriptionist	Mon-Fri
	1	3	Administrative Assistant	Mon-Fri
FPMO-CPMD	1	4	Project Evaluation Officer	Mon-Fri
	1	6	GAD Coordinator	Mon-Fri
	1	4	Public Desk Assistant/ Receptionist (<i>for FPMO-CPMD</i>)	Mon-Fri
AO-HCMD	10	3	Administrative Assistant (<i>for EO, CKMO, OTC, LSD, ADJ, COMM1, COMM2, MAO, CEO, FPMO</i>)	Mon-Fri
	1	5	Health and Wellness Officer	Mon-Fri
	2	4	HRM Assistant	Mon-Fri
AO-GSD	1	4	Procurement Monitoring Officer	Mon-Fri
	1	3	Procurement Assistant	Mon-Fri
	1	3	Maintenance Technician	Mon-Fri
	5	2	Driver	Mon-Fri
	6	1	Messenger (<i>for EO, MAO, CEO, FPMO, AO, AO-Records</i>)	Mon-Fri
	1	2	Cleaner (Supervisor)	Mon-Sat
	5	1	Cleaner	Mon-Sat
AO-ICTD	2	3	Computer Maintenance Technologist	Mon-Fri

Salary Scale	Quantity
6	1
5	2
4	5
3	23
2	6
1	11
<i>Total</i>	<i>48</i>

Position Title	Graphics Artist
Education	Bachelor's degree in Fine Arts/Design/Advertising/Multimedia Arts or any other related course
Experience / Competencies	Preferably with at least one (1) year of experience in one or a combination of office procedures/administration/quality management and other related disciplines
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Provide support for preparation and reproduction of documents, correspondences and reports; 2. Liaise and coordinate with other PCC units, government agencies and other partners on administrative and logistical matters; 3. Ensure the supply of office materials to CKMO and prepare requisitions/purchase orders for CKMO expenditures; 4. Schedule meetings and participate in other activities as assigned by the CKMO Director; 5. Arrange travel itineraries, cost allowances, and other related documents for any official trips of the CKMO Director and staff; 6. Maintain systematic storage and archiving of all CKMO documents; and 7. Participate and perform any other duties as may be assigned by the CKMO Director.

Position	Human Resource Management (HRM) Assistant 1
Education	Bachelor's degree in Psychology, Behavioral Science, Human Resource Management or any other related course
Experience / Competencies	At least one (1) year of experience in one or a combination of following: human resources, organizational development, personnel administration / management, competency-based recruitment process, quality management and other related disciplines
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Receive, record, route and/or file records and documents; 2. Assist in HR-related activities and programs; 3. Assist in the monitoring and evaluation of HR programs and activities; 4. Update and maintain 201 files; 5. Update and maintain HR records; 6. Arrange/Schedule meetings; 7. Draft transmittal and other simple correspondences; 8. Coordinate with other offices in relation to the administrative requirements of the office; 9. Manages the inventory and storage of supplies and equipment; 10. Assist in the tasks of the Compensation and Benefits Team; 11. Perform other administrative and clerical requirements of the division; and 12. Perform any other duties as may be assigned.

Position	Human Resource Management (HRM) Assistant 2
Education	Bachelor's degree in Psychology, Behavioral Science, Human Resource Management or any other related course
Experience / Competencies	At least one (1) year of experience in one or a combination of following: human resources, organizational development, personnel administration / management, competency-based recruitment process, quality management and other related disciplines
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Draft transmittal and other simple correspondences; 2. Monitor the accomplishment of the HCMD projects (PRIME-HRM, Succession Program, Development of CB-Job Description, HRIS Full Implementation); 3. Handle the administrative requirements of the HCMD projects; 4. Coordinate with the service providers of the HCMD projects; 5. Coordinate with other offices in relation to the activities of the HCMD projects; 6. Assist in the RSP and L&D programs and activities; and 7. Perform any other duties as may be assigned.

Position	Public Assistance Desk Officer/Receptionist
Education	Bachelor's degree in Mass Communication, Hospitality / Hotel / Tourism Management or any other related course
Experience / Competencies	At least one (1) year relevant experience in one or a combination of following: customer service relations, frontline services, or jobs performing for or working directly with the public.
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Serve as the primary protocol and information officer for PCC walk-in clients, visitors and guests; 2. Provide instructions and information to the public with regard to accessing / availing of PCC's services; 3. Refer clients to appropriate office / employee, as necessary; 4. Coordinate all requests for assistance as well as complaints by the public to the concerned PCC office(s) / employee(s); 5. Monitor and secure that such requests and complaints are addressed by the concerned office(s) / employee(s); 6. Encourage and assist the public/client in providing appropriate feedback on PCC's service delivery using the PCC Feedback and Redress Mechanism; 7. Regularly maintain and update the P.A Desk Client Log Sheet; 8. Maintain confidentiality with regard to client information; 9. Provide constructive feedback for the improvement of the P.A. Desk; and 10. Perform other related tasks that may be assigned from time to time.

Position	Administrative Assistant
Education	Completion of at least two (2) years in college
Experience / Competencies	Preferably with at least one (1) year of experience in one or a combination of office procedures/administration/quality management and other related disciplines
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Receive / record / route / file incoming / outgoing documents of the division/office; 2. Establish and maintain division/office document management system; 3. Provide support for preparation, reproduction and monitoring of documents, correspondences and reports; 4. Liaise and do messengerial tasks with other PCC units, government agencies and other partners on administrative and logistical matters; 7. Ensure the supply of office materials and prepare requisitions/purchase orders for the division/office expenditures; 8. Schedule meetings and participate in other activities as assigned; 9. Perform procurement-related tasks; 10. Arrange travel itineraries, cost allowances, and other related documents for any official trips of the division/office; and 11. Perform any other duties as may be assigned.

Position	Transcriptionist
Education	Completion of 2 years college studies
Experience / Competencies	1 year of relevant experience
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Under general supervision, records court proceedings and transcribes notes as directed by the Rules of Court; 2. Take down and transcribes in final form dictations of the Justices; 3. Review and proofread transcripts and records to ensure the accurate use of language; 4. Attend court sessions and pre-trial conferences of the Division where he/she is assigned and takes down in stenographic notes all the proceeding that transpires therein; 5. Perform administrative tasks such as organizing and filing of legal documents; 6. Does other related work as direct by superiors.

Position	Driver
Education	At least high school graduate
Experience / Competencies	At least one (1) year experience in driving; Driver's license is required; auto-mechanical background is a plus.
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Perform driving assignments for PCC officials and employees including out of town trips; 2. Attend to proper upkeep and maintenance of assigned vehicles to avoid costly repairs and by exercise defensive driving (e.g. check engine, oil, water, tire, break, clutch, and lights before usage, and clean vehicle and ensure that tools are secured and available); 3. Prepare necessary reports of accomplishment and on fuel / oil consumption and distance travelled and maintain a file thereof; 4. Prepare, maintain, and accomplish trip tickets in three (3) copies and attach supporting documents such as toll / parking receipts; 5. Maintain an updated history of vehicle repairs; 6. Pick up, transport, assist in loading and unloading of supplies, materials, equipment, and other important stuff of passenger, if necessary or required; 7. Assist in the renewal of registration with the Land Transportation Office of assigned vehicle; 8. When not performing driving assignments, provide administrative assistance such as photocopying and delivery of documents to other offices, distribution of supplies/ equipment, among others; and 9. Perform other related tasks or activities that may be assigned from time to time.

Position	Supervising Cleaner
Education	At least High School graduate
Experience / Competencies	Preferably with at least six (6) months of experience in one or a combination cleaning service, janitorial or maintenance service.
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Supervise the cleaners in carrying out their duties and responsibilities. 2. Submit report on all untoward incidents related to cleanliness, orderliness and sanitation; 3. Report all defective plumbing fixtures such as lavatory faucets, water closets, urinals, flushers, fire hydrant, electrical lights etc; and 4. Report immediately any lost items, found suspicious bags, and packages left by visitors / employees within the PCC office areas. 5. Monitor attendance and relievers for absent cleaners. 6. Arranging documents such as but not limited to Billing Statement of the Service Contractor for drivers, messengers ang cleaners. 7. Help out in the maintenance of sanitation and cleanliness of PCC Offices, including its facilities, in accordance with the requirements and the cleaners' duties and responsibilities. 8. Perform other related tasks or activities that may be assigned from time to time.

Position	Cleaner
Education	At least High School graduate
Experience / Competencies	Preferably with at least six (6) months of experience in one or a combination cleaning service, janitorial or maintenance service with monitoring function.
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Daily Routine Operations (Mondays to Fridays): <ol style="list-style-type: none"> a. Sweeping, mopping, scrubbing and polishing all floors; b. Cleaning and dusting all the inside or interior walls and ceiling including doors, window, ledges/cabinets, partitions, sidings, furniture, and fixtures; c. Spraying of disinfectant solutions or air freshener in each office and toilets; d. Maintaining cleanliness and neatness of all rooms; e. Cleaning waste baskets, plant boxes, and pots; f. Collecting, segregating and disposing trash, rubbish and garbage from confines of the building to garbage areas provided for the purpose at least twice a day; g. Cleaning and sanitizing toilet and washroom inside PCC office, including the use of special disinfectant agents in wash basins, urinals and toilet bowls. Refilling and cleaning liquid, soap dispensers, deodorizers in the urinals and toiler bowls. 2. Weekly Routine Operations (Saturdays) <ol style="list-style-type: none"> a. Stripping and polishing of all tile floors, including cleaning of baseboards, if there is any; b. General cleaning / disinfecting comfort rooms and wash rooms; c. Wiping of glass windows, blinds and dirty ceiling; d. Vacuum cleaning of carpeted floors; and e. General cleaning of all offices including tables, computers, racks and vacuuming of dust records file; 3. Other Required Activities: <ol style="list-style-type: none"> a. Assist in the physical arrangement of the PCC office premises as may be required; b. Assist in the internal transport of bulky records and office supplies, furniture and equipment within the PCC office premises/building; c. Washing of dishes for official meetings and functions and maintain cleanliness/sanitation in the pantry; d. Rendering overtime services with pay as necessary or required by PCC; and e. Perform other related tasks or activities that may be assigned from time to time.

Position	Messenger
Education	At least High School graduate
Experience / Competencies	Preferably with at least one (1) year of experience in one or a combination of office procedures/administration/quality management and other related disciplines
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Determine destinations by referring to addresses on the documents. 2. Ensure that documents or messages are delivered in a time efficient manner. 3. Handle documents with care especially ones that are marked “fragile and confidential”. 4. Ensure that documents are ready for delivery by packing them in a safe manner. 5. Reconcile documents at recipient’s location. 6. Maintain communication with destination and point of departure. 7. Ensure the highest degree of security of shipment with confidentiality. 8. Take recipient’s signature of the receipt and compare with original signature on identification card. 9. Understand privacy rules and not tamper with document. 10. Maintain records of daily visits in the log book. 11. Sort deliverable items in accordance to delivery route in order to ensure maximum efficiency. 12. Confirm deliveries by checking into the office after each delivery. 13. Perform other related tasks or activities that may be assigned from time to time.

Position	Health and Wellness Officer/Nurse
Education	Degree in Bachelor of Nursing
Experience / Competencies	With at least 1-year experience as Company Nurse
Training	First Aid Basic Occupational Safety and Health or other related training
Eligibility	Registered Nurse with updated PRC license
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Maintains compliance to policies on health and safety; 2. Administer first aid response to employee and prescribe remedial medical care and attend emergency situation. If needed for hospitalization, responsible to refer and accompany the patient as well; 3. Make assessments and reports regarding illnesses or injuries; 4. Facilitate wellness programs promoting employee healthy/wellness in the workplace; 5. Responsible to conduct regular inventory of medicines, ensure availability of first aid kit and medicines, and prepares purchase requests for health and wellness-related materials/supplies/equipment; 6. Facilitates government-mandated employee health benefits; and 7. Performs other functions that may be assigned.

Position Title	Maintenance Technician
Education	At least Vocational Course Graduate / 2 year-course Graduate in any related field
Experience / Competencies	Preferably with at least one (1) year of experience in office and building maintenance service
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Conduct daily inspection maintenance checklist of the office building; 2. Prepare job repair requests to be submitted to the GSD Administrative Officer assigned in the office and building maintenance; 3. Perform any mechanical, electrical, plumbing, carpentry and air-conditioning installation, repair and restoration work as the need arises; 4. Provide assistance in the operation and maintenance of Audio-Visual equipment such as microphones, speakers, amplifiers and other related components. 5. Perform other tasks as may be required by the GSD Chief and other Administrative Officers.

Position Title	Project Evaluation Officer
Education	Bachelor's Degree in Public Administration / Management, Social Studies, Statistics, Economics, or any other related course
Experience	1 year of relevant experience
Training	4 hours of relevant training on any of the following: <ol style="list-style-type: none"> 1. Project design and development, to include value determination 2. Project monitoring and evaluation 3. Basic project performance assessment techniques, i.e. trend analysis, cost-benefit analysis, etc.
Key Competencies	<ol style="list-style-type: none"> 1. Data collection, validation, and analysis skills 2. Monitoring and evaluation (M&E) skills 3. Knowledge of M&E tools and/or software 4. Basic knowledge in public fiscal administration and government procurement 5. Computer literate (good command of MS Office applications) 6. Interpersonal and coordination skills
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Assist in the assessment of projects proposals to ensure alignment with the agency's strategic objectives and priorities; 2. Assist in the formulation of office project plans, particularly in the preparation of work breakdown structures, timelines and responsibility matrices, program of expenditures, and project performance measures and targets. 3. Coordinate with the implementing Offices to facilitate smooth implementation of approved projects; 4. Assist in monitoring the status, deliverables, timelines and expenditures of approved projects; 5. Assist in the evaluation of project performance; 6. Prepare various reports and official correspondences; and 7. Perform other related tasks that may be assigned from time to time.

Position Title	Procurement Assistant
Education	Graduate of at least any 2-year course
Experience / Competencies	<ol style="list-style-type: none"> 1. With basic knowledge in government procurement principles. 2. With good communication/listening skills. 3. Can do multi-task and work under pressure. 4. Honest, trustworthy, responsive, and can prioritize urgent requests. 5. With basic skills in using web search browsers, Microsoft office (Word, Excel, PPT).
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Provide administrative support to the Bids and Awards Committee (BAC) Secretariat. 2. Assist in purchasing goods and services in accordance with the existing government and office procedures and manuals. 3. Assist in the preparation/set-up for the regular & special BAC meetings, in-house trainings, workshops, and seminars. 4. Record and monitor the outgoing and incoming procurement related documents. 5. Canvass supplies/materials/equipment from possible suppliers for price quotations. 6. Purchase and pick-up supplies/materials/equipment from suppliers. 7. Assist in collaborating with offices to clarify requisitions and accuracy of requests. 8. Assist in finding new sources of supplies and products. 9. Secure product samples, photos, and descriptions as required. 10. Coordinate/follow up with suppliers for deliveries and submission of price quotations. 11. Deliver compliance reports to different concerned agencies. 12. Perform other tasks as may be assigned from time to time.

Position Title	Procurement Monitoring Officer
Education	Graduate of at least any 4-year course
Experience / Competencies	<ol style="list-style-type: none"> 1. With basic knowledge in government procurement principles. 2. Data collection, validation, and analysis skills. 3. Monitoring and evaluation (M&E) skills. 4. Knowledge of M&E tools and/or software. 5. Basic knowledge in public fiscal administration and government procurement. 6. Computer literate (good command of MS Office applications). 7. Interpersonal and coordination skills
Duties and Responsibilities	<ol style="list-style-type: none"> 1. Provide technical support to the Bids and Awards Committee (BAC) Secretariat. 2. Prepare and submit procurement related statutory requirements/reports, such as: PMR, APP, APCPI, PPBER, PhilGEPS Compliance, EPA Compliance, Monthly Procurement Report, and the like. 3. Daily update of the online DMS procurement monitoring report. 4. Record and monitor the outgoing and incoming procurement related documents. 5. Ensure and monitor complete submission of contracts to COA and LSD. 6. Ensure complete filing of Purchase Requests back-up copies to Records unit. 7. Prepare highlights and minutes of the regular and special PBAC meetings. 8. Filing and updating procurement related documents. 9. Perform other tasks as may be assigned from time to time.

Position Title	Gender and Development (GAD) Coordinator
Education	Bachelor's degree preferably in any of the following areas: Gender/ Women and Development, International Studies, Public Administration /Management, Social Development, Development Management, Social Sciences or other allied courses
Experience & training	<p>1-year relevant experience in any of the following: Gender and Development, Community Development, Women's Human Rights Advocacy, Research, International/Public Relations, Monitoring and Evaluation, Office Administration or other related disciplines.</p> <p>At least 8 hours of relevant training in any of the following: Gender Sensitivity Training, Gender Analysis, GAD Planning and Budgeting, Gender Analysis Tools, Facilitation and Presentation Skills, Technical Writing, Strategic Planning, Monitoring and Evaluation, Policy Development and Advocacy/Lobbying, Project Development and Management, Public Procurement or Office Administration.</p>
Duties and Responsibilities	<p>Under the direct supervision of the Chief of the FPMO-Corporate Planning and Management Division, the GAD Coordinator shall be responsible for the integration of gender-responsive perspectives into the programs, projects and activities of the Philippine Competition Commission and providing support in the implementation of the GAD Plan and Budget.</p> <ul style="list-style-type: none"> ▪ Coordinate and provide technical support to the PCC GAD Focal Point System (GFPS) in policy development, analysis and advocacy, research, planning, implementing, monitoring and evaluation of PCC's gender mainstreaming efforts; ▪ Assist and coordinate with the concerned PCC units in the formulation of GAD Plan and Budget (GPB); ▪ Coordinate and facilitate the implementation of GAD Program, Activities and Projects (PAPs) and ensure that they meet GAD commitment and objectives; ▪ Assist in the evaluation of GAD PAPs; ▪ Consolidate GAD Accomplishment Reports in accordance with the guidelines set by the relevant oversight government agencies; ▪ Ensure timely compliance with reportorial requirements of the Philippine Commission on Women and Commission on Audit; ▪ Draft project proposal and/or activity designs on GAD-related PAPs; ▪ Conduct assessment and research activities to gather information on gender and competition; ▪ Provide administrative assistance to the FPMO-CPMD; and ▪ Perform other related duties as required.

Position Title	Computer Maintenance Technologist
Education	Bachelor's Degree in computer science, Computer Engineering, Information Technology or related field
Experience & training	<ul style="list-style-type: none"> ▪ No work experience required. ▪ With experience as IT helpdesk or computer technician/technologist an advantage. ▪ With basic knowledge in basic computer networking, troubleshooting, installation and configuration ▪ Basic knowledge in Windows, iOS and Linux Operating Systems ▪ Basic knowledge in Command Line Interface (CLI) – DOS, Linux, etc. ▪ With knowledge in Network Documentation ▪ Ability to follow verbal and written instructions
Duties and Responsibilities	<p>Under the immediate supervision of the Division Chief, Information and Communications Technology Division, the Computer Maintenance Technologist shall be tasked to perform the following duties and responsibilities:</p> <ul style="list-style-type: none"> ▪ Helpdesk Support ▪ Perform preventive maintenance on computer, printer, scanner, projector and other ICT equipment ▪ Hardware and software installation to workstations ▪ Troubleshoot basic LAN/WAN configurations ▪ Test software and hardware to evaluate ease of use and whether product will aid user in performing work ▪ Assist in the implementation of Active Directory and other ICT Systems ▪ Assist in the administration and management of Network and System ▪ Performs other related tasks assigned by the Division head

Janitorial Supplies, Materials, Equipment, and Ornament

A. Monthly:

No.	Items	Quantity	UOM
<i>Shall be delivered 1st week of every month:</i>			
1	All-Purpose Liquid (Green)	2	gallons
2	Bleaching liquid (Branded)	1	gallon
3	Toilet Bowl Cleaner	1	gallon
4	Liquid Hand Sanitizer (Blue / Clear)	2	gallons
5	Liquid Dishwashing Soap with Dispenser (Branded)	3	gallons
6	Carpet Shampoo	1	gallon
7	Fabric Conditioner (Branded)	1	gallon
8	Toilet Deodorizer (Albatross)	15	pieces
9	Air-freshener (Lemon)	1	gallon
10	Flannel Rags (Pranela - Color: Yellow, Blue, Pink)	6	yards
11	Sponge with scouring pad	8	pieces
13	Garbage Bags (XXL), Clear	200	pieces
14	Garbage Bags (Small), Clear	150	pieces
15	Liquid Hand Soap (Branded)	6	bottles

B. Quarterly

No.	Items	Quantity	UOM
<i>Shall be delivered 1st week of every quarter:</i>			
1	Buffing pad	6	pieces
2	Bowl brush/cleaner	3	pieces
3	Soft broom	5	pieces
4	Hand gloves (Heavy Duty)	6	pairs
5	Polishing pad	8	pieces
6	Stripping pad	8	pieces
7	Mop Head	8	pieces
8	Toilet Bowl Brush	3	pieces
9	Plunger	2	pieces

C. Semesterly

No.	Items	Quantity	
<i>Shall be delivered 1st week of every semester:</i>			
1	Bowl pump	3	pieces
2	Push brush	3	pieces
3	Broom stick	6	pieces
4	Plastic pail	4	pieces
5	Glass wiper / squeegee	6	pieces
6	Dustpan	3	pieces
7	Mop Handle	3	pieces

D.

No.	Items	Quantity	
<i>Provision for use of equipment. Shall be delivered within 15 days upon receipt of Notice to Proceed</i>			
1	Janitorial Cart	3	units
2	Electric Floor Polisher	1	unit
3	Extension Cord (at least 10 meters)	2	units
4	Mop Squeezer with Wringer	2	units
5	Vacuum Cleaner (Wet & Dry)	1	unit
6	Caution Sign (A-Type)	3	units
7	Ladder (A-type)	1	unit

E.

No.	Items	Quantity	
<i>Provision of Indoor Ornamental Plants, including maintenance. Shall be delivered within 15 days upon receipt of Notice to Proceed and to be replaced as necessary (approximately every quarter); *PCC to determine the specific plants to be delivered. Provider may suggest list of indoor plants subject to PCC approval.</i>			
1	*Corner Plants / Large Dish Plants with ceramic, terra-cotta or clay pots	20	pots
2	*Tabletop / Flowering Plants with ceramic, terra-cotta or clay pots	20	pots
3	*Reception Flowering Plants with ceramic pots	2	pots

SCHEDULE OF PRICES

Position	GAD Coordinator	Graphics Artist	Health and Wellness Officer	HRM Assistant	Project Evaluation Officer	Public Desk Assistant / Receptionist	Procurement Monitoring Officer	Administrative Assistant/Library Assistant
	Salary Scale 6	Salary Scale 5	Salary Scale 5	Salary Scale 4	Salary Scale 4	Salary Scale 4	Salary Scale 4	Salary Scale 3
	5 days/week	5 days/week	5 days/week	5 days/week	5 days/week	5 days/week	5 days/week	5 days/week
Employee's Rate Per Day	1,534.99	1,386.44	1,386.44	1,139.54	1,139.54	1,139.54	1,139.54	909.10
Amount Payable to the Employee								
Basic Pay	33,386.00	30,155.00	30,155.00	24,785.00	24,785.00	24,785.00	24,785.00	19,773.00
Service Incentive Leave	639.58	577.68	577.68	474.81	474.81	474.81	474.81	378.79
13th Month Pay	2,782.17	2,512.92	2,512.92	2,065.42	2,065.42	2,065.42	2,065.42	1,647.75
Sub-Total	36,807.75	33,245.60	33,245.60	27,325.23	27,325.23	27,325.23	27,325.23	21,799.54
Amount Payable to the Government								
Pag-ibig Contribution	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
SSS Contribution	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00
PHIC	584.26	527.71	527.71	433.74	433.74	433.74	433.74	346.03
ECC	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Sub-Total	2,314.26	2,257.71	2,257.71	2,163.74	2,163.74	2,163.74	2,163.74	2,076.03
Total Amount Payable to Employee and the Government	39,122.01	35,503.31	35,503.31	29,488.97	29,488.97	29,488.97	29,488.97	23,875.57
Add : Administrative Expenses (10%)	3,912.20	3,550.33	3,550.33	2,948.90	2,948.90	2,948.90	2,948.90	2,387.56
Billing per Month	43,034.21	39,053.64	39,053.64	32,437.87	32,437.87	32,437.87	32,437.87	26,263.13
Add : Value Added Tax (12%)	5,164.11	4,686.44	4,686.44	3,892.54	3,892.54	3,892.54	3,892.54	3,151.58
Total Billing Per Month	48,198.32	43,740.08	43,740.08	36,330.41	36,330.41	36,330.41	36,330.41	29,414.71

SCHEDULE OF PRICES

Position	Procurement Assistant	Maintenance Technician	Stenographer/Transcriptionist	Computer Maintenance Technologist	Driver	Cleaner (Supervisor)	Messenger	Cleaner
	Salary Scale 3	Salary Scale 3	Salary Scale 3	Salary Scale 3	Salary Scale 2	Salary Scale 2	Salary Scale 1	Salary Scale 1
	5 days/week	5 days/week	5 days/week	5 days/week	5 days/week	6 days/week	5 days/week	6 days/week
Employee's Rate Per Day	909.10	909.10	909.10	909.10	755.40	744.43	712.46	702.11
Amount Payable to the Employee								
Basic Pay	19,773.00	19,773.00	19,773.00	19,773.00	16,430.00	19,417.32	15,496.00	18,313.36
Service Incentive Leave	378.79	378.79	378.79	378.79	314.75	310.18	296.86	292.55
13th Month Pay	1,647.75	1,647.75	1,647.75	1,647.75	1,369.17	1,618.11	1,291.33	1,526.11
Sub-Total	21,799.54	21,799.54	21,799.54	21,799.54	18,113.92	21,345.61	17,084.19	20,132.02
Amount Payable to the Government								
Pag-ibig Contribution	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
SSS Contribution	1,600.00	1,600.00	1,600.00	1,600.00	1,320.00	1,560.00	1,280.00	1,480.00
PHIC	346.03	346.03	346.03	346.03	287.53	339.80	271.18	320.48
ECC	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Sub-Total	2,076.03	2,076.03	2,076.03	2,076.03	1,737.53	2,029.80	1,681.18	1,930.48
Total Amount Payable to Employee and the Government	23,875.57	23,875.57	23,875.57	23,875.57	19,851.45	23,375.41	18,765.37	22,062.50
Add : Administrative Expenses (10%)	2,387.56	2,387.56	2,387.56	2,387.56	1,985.15	2,337.54	1,876.54	2,206.25
Billing per Month	26,263.13	26,263.13	26,263.13	26,263.13	21,836.60	25,712.95	20,641.91	24,268.75
Add : Value Added Tax (12%)	3,151.58	3,151.58	3,151.58	3,151.58	2,620.39	3,085.55	2,477.03	2,912.25
Total Billing Per Month	29,414.71	29,414.71	29,414.71	29,414.71	24,456.99	28,798.50	23,118.94	27,181.00

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

- (l) **The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);**
or
A **committed Line of Credit** from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

