



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGIONAL OFFICE VII

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

for the

PROVISION OF SECURITY SERVICES FOR FY 2023

DBMRO7-2022-17

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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



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGIONAL OFFICE NO. VII

INVITATION TO BID FOR THE PROVISION OF SECURITY SERVICES FOR FY 2023

1. The **Department of Budget and Management Regional Office No. VII**, through the **FY 2023 National Expenditure Program (NEP)** intends to apply the sum of **Seven Hundred Ninety Thousand Pesos (P 790,000.00)** being the ABC to payments under the contract for the **Provision of Security Services for FY 2023** with **Project Identification Number DBMRO7-2022-17**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Department of Budget and Management Regional Office No. VII** now invites bids for the above Procurement Project. Delivery of the Goods is required from **January 1, 2023 to December 31, 2023**. Bidders should have completed, within **two (2) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the **Department of Budget and Management Regional Office No. VII** and inspect the Bidding Documents at the address given below **from 9:00 AM – 4:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders **from October 20, 2022 until the deadline of bid submission on November 4, 2022, 9:00 AM** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **P1,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

6. The Department of Budget and Management Regional Office No. VII will **not hold** a Pre-Bid Conference.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **November 4, 2022, 9:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 4, 2022, 10:00 AM** at the Department of Budget and Management Regional Office No. VII, Sudlon, Lahug, Cebu City and/or via *google meet*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Further, please be informed that this is an **early procurement** of the FY 2023 program/activity/project to ensure efficient and full implementation of program/activity/project within the validity period of the FY 2023 national budget. **The appropriation for this expense is included the FY 2023 National Expenditure Program submitted to Congress for enactment. The Notice of Award shall be issued upon approval of the FY 2023 General Appropriations Act (GAA) by Congress and signed by the President into law.**
11. The **Department of Budget and Management Regional Office VII** 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:

Ms. Cherry Cris A. Garate or Ms. Michelle Ann Remoroza
BAC Secretariat
DBM ROVII, Sudlon, Lahug, Cebu City
(032) 236-2875
cgarate@dbm.gov.ph / dbm-ro7bac@dbm.gov.ph
13. Google meet links:

Pre-bid conference link:
[No Pre-bid Conference](#)

Bid Opening link (November 4, 2022, 10:00AM):
meet.google.com/cpf-rtiz-gjn

October 20, 2022

CARLO C. MARAAT
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Budget and Management Regional Office No. VII**, wishes to receive Bids for the **Provision of Security Services for FY 2023**, with identification number **DBMRO7-2022-17**.

The Procurement Project (referred to herein as “Project”) is composed one (1) lot Security Services, 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 FY 2022 in the amount of **P 790,000.00**.

2.2. The source of funding is the **FY 2023 National Expenditure Program**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that:
 - a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **two (2) years** prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in **Philippine Pesos**.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **March 4, 2023**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post-Qualification

- 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. The bidder must have completed a single contract that is similar to this project, equivalent to at least fifty percent (50%) of the ABC. b. completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	Not applicable.
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 P15,800.00 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than P 39,500.00 (5% of ABC), if bid security is in Surety Bond.
19.3	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p>
20.1	During post qualification, the latest income and business tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) within the last six months preceding the date of bid submission shall be submitted.
21.1	No further instructions.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Additional Requirements, Terms and Conditions of the Contract:</p> <ol style="list-style-type: none"> 1. The SERVICE PROVIDER shall render security guard services to and shall provide the DBM ROVII with such number of security guards as may be required by the DBM ROVII, who possesses all the qualifications under the Private Security Agency Law and the implementing rules of the Philippine National Police Supervisory Office for Security and Investigation Agencies and such other requirements as herein below stipulated, for the purpose of keeping watch over and giving adequate protection to the DBM ROVII's premises and officers, employees and visitors from robbery, theft, pilferage, arson, vandalism, trespassing, and other unlawful acts that may be committed by any person or group of persons, as well as to maintain peace and order, safety and security within the premises. 2. The SERVICE PROVIDER shall provide and make available to the DBM ROVII, on a daily basis, Sundays and Holidays, included, a twenty-four (24) hour security guard contingent, consisting of THREE (3) regular security guards. However, the parties, by mutual agreement, and when the same is necessary in the exigencies of the service, may increase or decrease the number of guards deployed by the SERVICE PROVIDER within twenty-four (24) hours, following either oral or written notice of the DBM ROVII to the SERVICE PROVIDER. DBM ROVII reserves the right to require changes, substitution or replacements of any of the guards assigned by the SERVICE PROVIDER pursuant to this contract. 3. The SERVICE PROVIDER at its own expense shall provide the necessary firearms and ammunitions to the Security Guards assigned to the DBM ROVII. 4. The SERVICE PROVIDER warrants the qualifications and proper performance of duties of the Security Guards deployed or posted as required by the DBM ROVII under the terms and conditions herein stipulated, and with the degree of due diligence required of similar security agencies for similar contracts as provided by the pertinent laws, rules and regulations. 5. The SERVICE PROVIDER assures likewise, round-the-clock strict superintendence to all its Security Guards posted to the DBM ROVII. 6. Discipline, Administration and Operation of the Security Guards shall conform with the Rules and Regulations of Republic Act No. 5487, otherwise known as the "Private Security Agency Act", the rules and regulations of the PADPAO and other Presidential Decrees, laws and orders.

7. The SERVICE PROVIDER hereby warrants that all guards assigned to render security services to the DBM ROVII are its own employees and that no-principal-agency relationship or employer-employee relationship exist between the DBM ROVII and the SERVICE PROVIDER, or between the DBM ROVII and the Security Guards. The DBM ROVII shall not be responsible for any claims of personal injury or damages, including death, caused to the Guard, or to any third person where such injury or death arise during the Guard's period of duty. It is expressly agreed and understood that premium payments/ claims under the provisions of the Social Security Act, Philhealth and HDMF /Pag-ibig Fund shall be for the account of the SERVICE PROVIDER.
8. The SERVICE PROVIDER shall have command, supervision and control of the security guards with the best interest of the DBM ROVII in mind. DBM ROVII, however, shall have the right to give instructions, directions and orders to the security guards to ensure the proper enforcement of its rules, regulations and policies, in accordance with its service standard; provided that such instructions, directions and orders are not contrary to the law. The exercise by the DBM ROVII of the said right, shall not in any way affect the independent contractor relationships between the DBM ROVII and the SERVICE PROVIDER, as herein provided.
9. The SERVICE PROVIDER shall assume responsibility for losses or damages that may occur to the property or properties of the DBM ROVII during the watch hours of the former's security guards, provided it has been fully established after due investigation by the SERVICE PROVIDER's investigator and investigation conducted by appropriate government authority that said losses were the result of the act, omission, negligence or fault of the guards. However, the SERVICE PROVIDER shall not be held responsible where such losses or damages were due to force majeure or fortuitous event as defined in the Civil Code of the Philippines or any of the following causes or situations:
 - a. In cases where the loss or damage occurred inside a closed office/warehouse/premises to which the guard has no access, unless proven that the door or any part of the office/warehouse/premises was forcibly opened and such loss or damage was result of the negligence, act, fault or omission of the guard/s on duty; provided further, that such loss or damage is reported to the guard/s within twenty-four (24) hours from the time of the occurrence or discovery.
 - b. Any loss of property belonging to the DBM ROVII issued to or held in trust by its employee/s, shall be the responsibility of said employee/s unless it has been fully established that such loss was the result of the security

guard's negligence, fault, act or omission; provided that the SERVICE PROVIDER or its security guards has been duly notified and appraised of the presence of the said property which shall be kept in the proper place for safekeeping.

- c. Any loss by theft during and immediately after the occurrence of a fire;
- d. Loss of funds of the DBM ROVII held in trust by, or in possession of the cashier or officer or employee shall be the responsibility of such cashier or officer or employee, and the SERVICE PROVIDER shall not be held liable for any loss thereof, unless it has been fully established that such loss was the result of the security guard's negligence, fault, act or omission; provided that the SERVICE PROVIDER or its security guards has been duly notified and appraised of the presence of said monies, cash or other funds which shall be placed in the proper safety vault for safekeeping.

The DBM ROVII shall immediately, or as soon thereafter, notify the SERVICE PROVIDER in writing of any loss or damage, furnishing the latter a complete inventory of such loss or damage to be accompanied by supporting papers/documents to establish the fact of loss or damage as well as the value of the things lost or extent of damage done.

10. Delivery & Documents

Delivery of services shall be made in accordance with the term specified in Section VI (Schedule of Requirements).

Upon delivery of the services to the Project Site, the SERVICE PROVIDER shall notify the DBM ROVII and present the following documents to the DBM ROVII within 15 working days after the end of the applicable month, as basis for the payment:

- 1. Original copies of the SERVICE PROVIDER's Billing Statement showing Service description, quantity and amount.
- 2. Certified copies of documents reflecting payment/remittances of SSS, Philhealth and Pag – IBIG benefits of the guards assigned to the entity.
- 3. Certified copy of the payroll showing acknowledgment of receipt by the guards of their salaries for the two (2) quincenas prior to current billing.

11. The SERVICE PROVIDER shall compensate the guards in such amounts that shall not be lower than those prescribed under labor law rules and regulations.

	<p>12.Failure of the SERVICE PROVIDER to pay the amount of compensation due to the security guards for a period of one (1) month shall be a basis for the DBM ROVII for the termination of contract.</p> <p>13.The DBM ROVII must provide quarterly reports on the results of the feedback/surveys/comments on the performance of the Guards conducted by the same.</p>
2.2	The terms of payment shall be on a monthly basis.
4	None.

Section VI. Schedule of Requirements

Item No.	Description	Qty	Agency's Delivery Schedule
1	Security Guard Services – 24 hours	Three (3) Security Guards	<p>Three (3) Shifts 7:00 AM - 3:00 PM 3:00 PM – 11:00 PM 11:00 PM – 7:00 AM 7 days a week (Mondays to Sundays, including Holidays)</p> <p style="text-align: center;">Note: Anticipated absence shall be replaced immediately or not to exceed one day by another security guard as reliever</p>

I hereby certify to comply and deliver with all the above requirements.

Name of Bidder/Company	Signature over Printed Name of Representative	Date
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Section VII. Technical Specifications

Technical Specifications

Bidders must state here either “Comply” or “Not comply” in the column “Statement of Compliance” against each individual parameters of each “Specification”

Item	Specification	Statement of Compliance
1	<p>One (1) year provision of Security Services at DBM Regional Office VII, rendering three (3) Shifts: 7:00 AM - 3:00 PM; 3:00 PM – 11:00 PM; 11:00 PM – 7:00 AM, Seven (7) days a week (Mondays to Sundays, including Holidays)</p> <p>Three (3) Security Guards required</p> <p>Rate per Security Guard: P464.33 per day (P 14,125.00 per month)</p>	
2	<p>The Service Provider shall provide three (3) Security Guards who are:</p> <p>a. of good moral character and without criminal or police records;</p> <p>b. physically and mentally fit, as evidence by the medical certificate; and</p> <p>c. duly trained and skilled to function as security guard.</p> <p>d. fully vaccinated</p> <p>The Service Provider, upon receipt of the Notice of Award, shall be required to submit to DBM ROVII a sworn statement attesting the compliance with the foregoing.</p>	
3	<p>The Service Provider shall assign a Roving Supervisor from its own account to monitor the performance of the security guards’ attendance and handle consolidation of daily timecards periodically in preparation for the billing to DBM Regional Office VII.</p>	
4	<p>The service provider and security guards shall perform duties and responsibilities in accordance with the Terms of Reference for the Contract (Annex A) and Security Plan to be submitted by the Service Provider during contract implementation.</p>	

5	<p>Stability:</p> <p>a. At least a minimum of two (2) years of experience in providing Security Services.</p> <p>b. The Service Provider must have completed, within the past two (2) years from the date of bid submission a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>c. Certification as to Liquidity of the Contractor: Current Asset minus Current Liabilities based on Balance Sheet as of December 31, 2021 matches at least 25% of the ABC.</p> <p>d. Organizational Set-up: with good office set-up, personnel, and office tools and equipment. The agency must submit a company profile, confirming the foregoing requirements including an organizational chart.</p>	
6	<p>Resources:</p> <p>a) At least one (1) licensed firearm, preferably 9mm with adequate ammunition.</p> <p>b) At least has met the minimum requirement set by law</p> <p>c) Watchman's Clock (prepare regular monthly monitoring report by Agency to DBM ROVII of guards-on-duty)</p> <p>d) Must have employed at least 10 Security guards (attached list of Security Guards presently employed with the agency). Likewise, the Service Provider should have a physical office in Cebu Province and working phone numbers for easy contact.</p>	
7	The Security Agency should have a Security Plan	
8	<p>Other Factors:</p> <p>a) The Security Agency has a Recruitment & Selection Criteria</p> <p>b) Checklist as to Completeness of Uniforms and Other Paraphernalia (see Item 12 of Annex A)</p>	
9	Certificate of adequate training acquired for the use of firefighting equipment from the Bureau of Fire Protection and first aid training or any appropriate government agency.	

I hereby certify to comply with all the above Technical Specifications.

Name of Bidder/Company

Signature over Printed Name
of Representative

Date

**TERMS OF REFERENCE FOR THE CONTRACT OF
SECURITY SERVICES**

1. Place and Location

The SECURITY AGENCY shall provide security guard services to DBM ROVII (to be known as the "CLIENT") at its premises located at the DBM ROVII, Sudlon, Lahug, Cebu City. The respective areas of assignment of the guards shall be determined by the DBM ROVII.

2. Functions and Duties of the Guards

The guards are to maintain peace and order at the aforementioned premises; to watch, safeguard and protect the property of the DBM ROVII from theft, robbery, arson, trespass, and destruction/damage or loss, to protect the directors, officers, employees, visitors and guests of DBM ROVII from assault, harassment, threat or intimidation or other unlawful acts, and to enforce and implement rules, policies and regulations of the DBM ROVII aimed at maintaining security and safety threat. The DBM ROVII may also prescribe additional duties to the guards in the enforcement of regulations and instructions.

3. Limitation of Scope

The scope of security services shall be limited to the discharge of security functions. Performance of tasks that may be assigned not essential, necessary or related to the security function shall not be construed as an acceptance of accountability but a mere accommodation to the DBM ROVII. Any resulting loss or damage from such accommodation shall be the sole responsibility of the DBM ROVII.

4. Guard Force

The SECURITY AGENCY shall provide the DBM ROVII with qualified and uniformed three (3) security guards who shall render 24 hours daily duty at the premises of the DBM ROVII including Saturdays, Sundays, and Holidays. It is agreed further that the number of guards may be increased or decreased anytime at the discretion and upon written request of the DBM ROVII depending upon the security situations and exigency of the service.

5. Qualifications of Guards

Each of the security guards to be assigned by the SECURITY AGENCY to the DBM ROVII must be:

- a. Of good moral character and reputation, courteous, alert and without criminal or police record;
- b. Physically and mentally fit not less than 21 years of age; with complete medical clearance (including drug test, neuro-psychological test and Hepa B)

- c. Duly licensed and must present Bio-Data, Barangay, Police & NBI Clearance;
- d. In proper uniform and armed with a rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during his tour of duty; and
- e. In possession of such other qualifications required by Republic Act No. 5487 as amended.
- f. With adequate first aid training during the first month of service.
- g. Fully vaccinated

6. Due Diligence Period

Starting on the effectivity date of the engagement, the DBM ROVII and the SECURITY AGENCY agree to provide a three (3) month due diligence period to validate assumptions of the service delivery model, to determine requirements which may not have been defined earlier or to refine the service to DBM ROVII's specification and to establish the good faith of the parties to the contract. Should parties be amenable to the necessary amendments identified during this period, the contract and resulting amendments shall be deemed in full effect and force. Non-compliance of any of the requirements may result to a low performance evaluation rating and may constitute a ground for non-recommendation for future government contracts.

7. Contractual Considerations

For and in considerations of the services rendered by the SECURITY AGENCY to the DBM ROVII during the effectivity of this Agreement, the DBM ROVII shall pay the SECURITY AGENCY the amount equivalent to the salary per Security Guard of P464.33 per day (P14,125.00 per month) and benefits mandated by law, inclusive of administrative overhead and VAT.

The SECURITY AGENCY shall be entitled to an adjustment of the stipulated price in this Agreement in the event that the minimum wage is increased or in the event that increased fringe benefits in favor of the employees are promulgated by law, decree or wage order subsequent to the execution of the Agreement. Said adjustment shall be equivalent to the amount of increase in the minimum wage and/or benefits and other concomitant increases related thereto. The corresponding adjustment in the contract cost shall be subjected to a new negotiation agreeable to both parties.

8. Review/Audit of Bills

The DBM ROVII shall be given 15 days to review/audit the SECURITY AGENCY's invoice, within which time the DBM ROVII may contest the accuracy of the amount invoiced. In the absence of a written advice concerning discrepancies on the invoice after the review period, the invoice shall be deemed accurate and accepted. In case of discrepancies in the invoice, the same shall be returned to the SECURITY AGENCY for appropriate correction or revision in which case, the DBM ROVII shall have 15 days from receipt of the corrected invoice within which to settle the same.

9. Billing Requirements

The SECURITY AGENCY shall support its billings with DBM ROVII approved daily time records and summary of logs from the watchman's clock verified by the roving supervisor (for the concerned nightshift security guard) as proof of services rendered to the DBM ROVII within 15 working days after the end of the applicable month. Should the DBM ROVII subsequently require for other documents, the same shall be communicated in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the DBM ROVII's request.

10. Amounts Earmarked and Held in Trust

The SECURITY AGENCY understands that by virtue of Philippine Laws, DO-18A and the SECURITY AGENCY acting for the DBM ROVII as principal, any bill or any portion of it pertaining to amounts due to government, salaries and/or any amounts earmarked for the benefit of labor, are held in trust and therefore, shall not be diminished or delayed. The DBM ROVII shall be free from liability on such expenses, penalties, surcharges or damages arising from diminution or delay in the payment of said amounts, provided that such diminution or delay is not attributable to the DBM ROVII's fault or negligence.

11. Supervision and Control

The SECURITY AGENCY shall exercise discipline, supervision, control and administration over its guards in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by the DBM ROVII on the matter. The SECURITY AGENCY shall closely check the guards in the performance of their duties and responsibilities by conducting inspection at any time of the day or night to ensure they properly discharge their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the DBM ROVII.

The SECURITY AGENCY shall provide the schedule of guarding services in writing as well as the names of the guards assigned to each shift and adhere to this schedule, unless provided otherwise by virtue of a written notice duly approved by the DBM ROVII. In no case shall a guard render service beyond his scheduled working hours and/or in substitute of the incoming guard unless otherwise authorized, service rendered in violation hereof will not be paid.

12. Equipment and Uniform

The SECURITY AGENCY shall equip the guards with duly licensed firearms, ammunition, nightsticks, uniforms and other paraphernalia for security purposes.

Security Agency shall provide each Security Guard with the following:

Uniform Set

- a. Bass jacket, short sleeve upper
- b. Black Formal Shoes

- c. Blue Pants
- d. Pershing cap
- e. Night stick/Truncheon
- f. Whistle
- g. Holster
- h. Medicine Kit
- i. Flashlights
- j. Service Firearm (see 6.a of the Technical Specifications)
- k. Patrol checklist/writing pen/Tickler
- l. Handcuff
- m. Hand held Radio with holder (walkie-talkie)

Equipment/Tools

- a. Raincoat

13. Retention Period of Records

The SECURITY AGENCY shall maintain records of its services for a period of 12 months. These records pertain to logbooks, log sheets, correspondences, incident and investigation reports and other records generated in the conduct of performing the SECURITY AGENCY's services, which must be submitted to the DBM ROVII for safekeeping.

14. Client Responsibility to Insure

The DBM ROVII shall obtain adequate and reasonable insurance to protect its properties. The SECURITY AGENCY shall be free from any liability, except when damage or losses are attributable to the negligence or failure in the discharge of the duties of SECURITY AGENCY personnel. Such liability shall be limited to the resulting participation charges. In the absence of insurance, the amount of liability shall be limited to the amount of participation charges had there been coverage for insurance.

15. Liabilities

The DBM ROVII shall not be responsible for any and all claims for personal injury or death cause to any of the guards or to any third party where such injury or death arises out of or in the course of the performance of guard duties, it being understood that the security guard's heirs claims in connection with his employment or the third-party claims shall be borne by and the sole liability of the SECURITY AGENCY.

The SECURITY AGENCY, shall be responsible in case of loss or damage to the property of the DBM ROVII, except those which can be easily transported or disposed of or which cannot be considered as bulky such as, but not limited to, pocket calculators, jewelries and cash, occurring or taking place during the tour of duty of the guards of the SECURITY AGENCY and made known in writing to the latter within seventy-two (72) hours from the time of occurrence; provided that such loss or damage is due to traceable solely to the negligence, fault, dishonesty or dereliction of duty of the security guards; and provided further, that the SECURITY AGENCY shall be responsible only in case of loss or damage of the reported property of the DBM ROVII whenever there is a clear showing that the door, window or other points of entrance/exit were subjected

to force. The maximum liability of the SECURITY AGENCY in case of loss or damage under this paragraph shall be for the replacement or reparation of the loss or damaged property or the corresponding amount of the loss or damaged property. The DBM ROVII shall have no authority to automatically deduct its claim under this paragraph for the agreed fees of guard services due to the SECURITY AGENCY not to withheld payment of the same without the approval of the SECURITY AGENCY.

The SECURITY AGENCY shall not be liable for loss and/or damages due to (a) fortuitous events or force majeure beyond the control and competence of the guard to prevent; and (b) orders of the DBM ROVII beyond the scope of this Agreement.

The SECURITY AGENCY and DBM ROVII hereby agrees to equitably share in the damage/loss due to the contributory negligence of both parties.

16. Replacement of Any Guards

The DBM ROVII may have a guard changed or replaced at any time whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by the DBM ROVII. The judgement of the DBM ROVII on such matters shall be final and binding should the SECURITY AGENCY refuse, the former may consider the same valid cause for the termination of contract.

It is understood that prior to the Security Guards deployment, the Security Agency shall present to the DBM ROVII the Guards Biodata; Security Guard License; Barangay, Police and NBI Clearance; Medical Certificate; Drug Test, and Neurological and Psychological Test Result.

17. Confidentiality Clause

The Security Guards provided by the SECURITY AGENCY shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to the DBM ROVII and not to disclose to any third party all confidential information received from or entrusted by the DBM ROVII. The Security Guards shall be prohibited from using the confidential information or documents received or entrusted by the DBM ROVII for purposes other than compliance with its obligations as Security Guards.

18. Capacity of the Security Agency

The SECURITY AGENCY shall maintain its good standing and remain a competent security agency, financially capable of acting as an independent contractor and shall obtain all necessary licenses and permits and comply with all laws, ordinances and regulations required for all security agencies. If the DBM ROVII has reason to believe that the SECURITY AGENCY has failed to comply with a law or regulations regulating employment of labor, the DBM ROVII may then notify the SECURITY AGENCY accordingly and if the latter shall refuse or fail to present satisfactory proof to the contrary within thirty (30) days from receipt of such notice of the DBM ROVII, the DBM ROVII shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which the DBM ROVII may institute for damages he has suffered thereby.

19. Term of Contract

The period of services shall take effect on **January 1, 2023** for a period of one (1) year. Either party may pre-terminate for legal cause at any time upon serving a written notice to the other party thirty (30) days prior the intended date of termination.

20. Other Provisions

No modification of the Contract shall be made except in writing signed by the DBM ROVII and the SECURITY AGENCY.

The SECURITY AGENCY shall not assign, transfer, pledge or make other dispositions of the contract or any part thereof, except with the prior written consent of the DBM ROVII.

In the case of a dispute between the Procuring Entity and the Service Provider, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004” and the procedures provided by Republic Act No. 9184, as applicable.

Section VIII. Bid Forms

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Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

_____	_____
_____	_____
_____	_____

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

COST DISTRUBUTION SCHEDULE

	Daily Rate	
	Day Shift	Night Shift
Daily Basic Salary Rate		
Number of Days per Month		
REIMBURSABLE COSTS:		
(A) Payable Directly to Security Guards		
a. Basic Salary – at daily rate for the equivalent of No. of days per month		
b. Night Differential Premium Pay – 10% of basic salary		
c. 13 th month pay – 1/12 of basic salary		
d. Service Incentive Leave Pay – 5 days per year		
Sub-total A.1		
Sub-total A.2		
(B) Payable to the government – Employee Share of:		
a. Social Security Premiums		
b. PhilHealth Premiums		
c. ECC Insurance Premiums		
d. Pag-IBIG Fund Contribution		
Sub-total B		
(C) TOTAL REIMBURSABLE COST – A+B		
(D) ADMINISTRATIVE COST – (Max of 20% of C)		
(E) VALUE ADDED TAX – (D * 12%)		
TOTAL PRICE (C + D + E)		
CONTRACT / BILLING RATE – per month		
CONTRACT / BILLING RATE – per day		
CONTRACT / BILLING RATE – per hour		
1. ABOVE RATES ARE INCLUSIVE OF VALUE ADDED TAX		

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

IN WITNESS WHEREOF, I have hereunto set 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]

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (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. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

***Section IX. 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

- (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; **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 as provided in the Bidding Documents; **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; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (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.

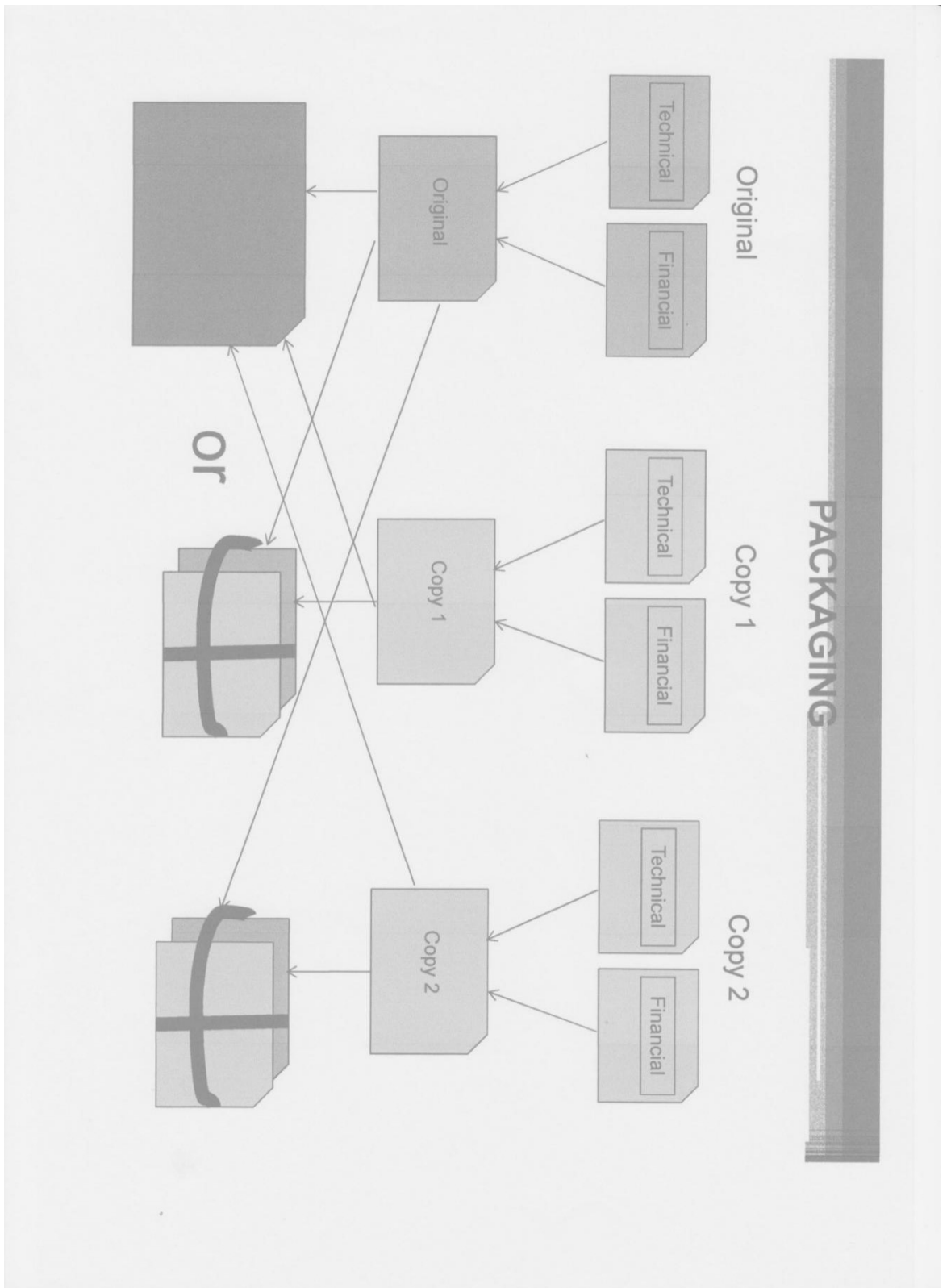
II. FINANCIAL COMPONENT ENVELOPE

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

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Sealing and Marking of Bid Documents



Strict Rules on Marking/Sealing of Bids: Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted.

