

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

**DELIVERY OF
SECURITY & JANITORIAL SERVICES**

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGION VIII

INVITATION TO BID FOR Delivery of Security and Janitorial Services

1. The *Department of Budget and Management Regional Office VIII*, through the *FY 2022 National Expenditure Program (NEP)* intends to apply the sum of **One Million Two Hundred Ninety-Three Thousand Pesos (₱1,293,000.00)** being the Total ABC to payments under the contract for *the following*.

Lot No.	Item/Particulars	ABC
1	Delivery of Security Services	₱781,000
2	Delivery of Janitorial Services	₱512,000
	Total	₱1,293,000

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *Department of Budget and Management Regional Office VIII* now invites bids for the above Procurement Project. Delivery of the Services is required *for the period January 1, 2022 to December 31, 2022*. 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 DBM Bids and Awards Committee (BAC) Secretariat, *Mylene G. De Veyra and/or Jocel Marianne C. Berico* using the contact details below and inspect the Bidding Documents as posted on the websites of the DBM and the Philippine Government Electronic Procurement System (PhilGEPS).

5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 14, 2021 until December 6, 2021* from the given address *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of One Thousand Pesos (P1,000.00) and Five Hundred Pesos (P500.00), for Lots 1 and 2, respectively.* The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, or through electronic means.
6. The *Department of Budget and Management Regional Office VIII* will hold a Pre-Bid Conference on *November 22, 2021, 10:00 AM* at the *DBM-Regional Office VIII, Brgy. 77 Villa Ruiz, Marasbaras, Tacloban City* and through video conferencing or webcasting *via Google Meet*, which shall be open to prospective bidders.

Prospective bidders are advised to register prior to the activity date and attend virtually via Google Meet using the following links:

Registration link: <https://forms.gle/Sz2gfKNNutZDE3v1A>

Meeting link: <https://meet.google.com/jbx-txjg-tbk>

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *December 6, 2021, 9:30 AM, DBM Bundy Clock Time*. 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 *December 6, 2021, 10:00 AM, DBM Bundy Clock Time* at the given address below and via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity virtually via Google Meet using the following link:

Registration link: <https://forms.gle/5A54sS6KnhsXyqDSA>

Meeting link: <https://meet.google.com/kji-jmud-erq>

10. This procurement project is undertaken through Early Procurement Activities (EPA), hence, the award of contract to the Lowest/Single Calculated and Responsive Bidder may only be made by the Procuring Entity upon approval or enactment of the FY 2022 General Appropriations Act (GAA) pursuant to Section 7.6 of the 2016 Revised Implementing Rules and Regulations of Republic Act (RA) 9184 and the provisions under GPPB Circular 06-2019 dated July 17, 2019.
11. The *Department of Budget and Management Regional Office VIII* 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:

Mylene G. De Veyra / Jocel Marianne C. Berico
BAC Secretariat
Department of Budget and Management Regional Office VIII
Villa Ruiz, Marasbaras, Tacloban City 6500
mdeveyra@dbm.gov.ph / mberico@dbm.gov.ph
Tel. Nos. 053-888-0423 / 053-888-0531

13. You may visit the following websites for downloading of Bidding Documents:

<https://notices.philgeps.gov.ph>
<https://www.dbm.gov.ph>

November 14, 2021

Date of Issue

FLORITA M. LACDO-O

BAC Chairperson



Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Department of Budget and Management Regional Office VIII* wishes to receive Bids for the for the Procurement Project “***Delivery of Security Services and Delivery of Janitorial Services***”, with identification number “*Competitive Public Bidding No. 2021-02*”.

The Procurement Project (referred to herein as “Project”) is composed of *two (2) lots*, 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 total amount of ***One Million Two Hundred Ninety-Three Thousand Pesos Only (₱1,293,000.00)***.

Lot No.	Item/Particulars	ABC
1	Delivery of Security Services	₱781,000
2	Delivery of Janitorial Services	₱512,000
	Total	₱1,293,000

2.2. The source of funding is the *FY 2022 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 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 one hundred percent (**100%**) 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

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.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address and 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 the **BDS**.
 - 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 the **BDS**.

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.

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

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**.

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.

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 Entity's 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 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 2 – One Project grouped into two (2) lots, which shall be awarded as separate contracts per lot.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the

committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Delivery of Security Services for Lot 1 and Delivery of Janitorial Services for Lot 2.</i> b. Completed within <i>two (2) years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
10.1	<p>Interested bidders may request the BAC to pre-check/review the eligibility and technical documents prior to the deadline of bid submission, from November 23-30, 2021 at the DBM-Regional Office VIII. This measure is being undertaken by the BAC to at least lessen the possibility of declaring ineligible bidder during the bid evaluation. However, this pre-checking will not any way affect the results of the evaluation to be conducted by the BAC during the actual day of bid evaluation based on the actual documents submitted by the concerned bidder.</p> <p>Moreover, pursuant to Item 6 of GPPB Resolution No. 09-2020, the following alternate documentary requirements will be accepted during bid submission:</p> <ol style="list-style-type: none"> 1. Unnotarized Bid Securing Declaration; 2. Expired Business or Mayor's permit with Official Receipt of renewal application, subject to submission of 2021 Business or Mayor's permit after award of contract but before payment; and 3. Unnotarized Omnibus Sworn Statement subject to compliance therewith after award of contract but before payment.
12	The price of the Goods shall be quoted DDP <i>DBM-Regional Office VIII, Marasbaras, Tacloban City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
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> <p>Lot 1 – Delivery of Security Services</p> <ol style="list-style-type: none"> a. The amount of not less than <i>Fifteen Thousand Six Hundred Twenty Pesos (P15,620.00)</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>Thirty-Nine Thousand Fifty Pesos (P39,050.00)</i> if bid security is in Surety Bond.

	<p>Lot 2 – Delivery of Janitorial Services</p> <p>a. The amount of not less than <i>Ten Thousand Two Hundred Forty Pesos (₱10,240.00)</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <i>Twenty-Five Thousand Six Hundred Pesos (₱25,600.00)</i> if bid security is in Surety Bond.</p>									
15	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.									
19.3	<p><i>The project will be awarded by lot, to wit:</i></p> <table><tr><td>Lot No.</td><td>Item/Particulars</td><td>ABC</td></tr><tr><td>1</td><td>Delivery of Security Services</td><td>₱781,000</td></tr><tr><td>2</td><td>Delivery of Janitorial Services</td><td>₱512,000</td></tr></table> <p>The computation of a prospective bidder’s NFCC must be at least equal to the ABC to be bid, calculated as follows, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184:</p> <p>NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid. The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR</p>	Lot No.	Item/Particulars	ABC	1	Delivery of Security Services	₱781,000	2	Delivery of Janitorial Services	₱512,000
Lot No.	Item/Particulars	ABC								
1	Delivery of Security Services	₱781,000								
2	Delivery of Janitorial Services	₱512,000								
20.1	<p>The following post qualification documents must be submitted 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:</p> <p>1. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS):</p> <ul style="list-style-type: none">- 2021 Quarterly Income Tax Return (3rd Quarter of 2021)- 2021 Quarterly Value Added Tax Return (3rd Quarter of 2021)- 2021 Monthly Value Added Tax Declaration (October 2021) <p>2. Valid PhilGEPS Registration Certificate (Platinum Membership) in case the same was not submitted/available during bid submission pursuant to Item 4.1.1 of GPPB Circular 07-2017 dated July 31, 2017.</p> <p>3. Certificate of No Pending Case or any equivalent document/form issued by the Department of Labor and Employment</p>									
21.2	<i>No further instructions.</i>									

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>Lot 1 – Security Services</p> <p>1. Delivery of the Security Services shall be made by the Supplier in accordance with the terms specified in Schedule of Requirements and Technical Specifications. Within ten (10) calendar days from receipt of Letter/Notice declaring Early Procurement Activity (EPA) Lowest Calculated Responsive Bidder (LCRB), the Supplier shall present the following documents for the pre-approval by the Procuring Entity:</p> <p>For Security Guards:</p> <ul style="list-style-type: none"> a. Curriculum Vitae/Bio-data with pictures taken within the last six months of proposed Security Guards (SGs) to be detailed in the Procuring Entity; b. Health Certificate issued by any government hospital within the pre-approval period or ten (10) calendar days from receipt of Letter/Notice declaring EPA LCRB; c. Philippine National Police (PNP) Clearance issued within six (6) months; d. Valid National Bureau of Investigation (NBI) Clearance; e. Duty Detail Orders; f. Copies of the SGs' License to Exercise Security Profession issued by the Philippine National Police (PNP); and g. Copies of the valid SGs' Neuro-Psychiatric Exam Results. <p>2. Within seven (7) calendar days after the submission of the above-mentioned documents, the PE shall inform the approved names of SGs to be assigned in the PE and shall have a personal appearance with the PE escorted by the authorized Officer of the Security Agency and/or Supplier.</p> <p>3. The PE's representative for this pre-approval activity is MR. EMILIO M. ALBOS III, OIC - Chief Admin Officer & Chief Security Officer.</p> <p>4. Replacement of new security guards:</p> <p>The current set of security guards (SGs) shall be replaced with a new set in case a new supplier is awarded the Contract.</p>

	<p>However, if the current (CY 2021) security agency is awarded the contract, the same set of security guards shall be maintained subject to the evaluation on their performance by the DBM personnel and upon request by the Head of Procuring Entity.</p> <p>At any time during the Contract implementation, any security guard/s may be replaced immediately upon request of the Head of the Procuring Entity or her authorized representative.</p> <p>5. Starting January 2022 billing of the supplier, payment shall be made only by the Procuring Entity upon submission of the prior month's proof of payment to the concerned SGs which shall be every 15th and 30th day of the month and proof of remittances to PhilHealth, Social Security System (SSS) and Home Development Mutual Fund (HDMF).</p> <p>Lot 2 – Janitorial Services</p> <p>1. Delivery of the Janitorial Services shall be made by the Supplier in accordance with the terms specified in Schedule of Requirements and Technical Specifications. Within ten (10) calendar days from receipt of Letter/Notice declaring EPA LCRB, the Supplier shall present the following documents for the pre-approval by the Procuring Entity:</p> <p>For Janitors:</p> <ul style="list-style-type: none"> a. Curriculum Vitae/Bio-data with pictures taken within the last six months of proposed Janitors to be detailed in the Procuring Entity; b. Health Certificate issued by any government hospital within the pre-approval period or ten (10) calendar days from receipt of Letter/Notice declaring EPA LCRB; c. Philippine National Police (PNP) Clearance issued within six (6) months; and d. Valid National Bureau of Investigation (NBI) Clearance. <p>2. Within seven (7) calendar days after the submission of the above-mentioned documents, the PE shall inform the approved names of Janitors to be assigned in the PE and shall have a personal appearance with the PE escorted by the authorized Officer of the Supplier.</p> <p>3. The PE's representative for this pre-approval activity is MR. EMILIO M. ALBOS III, OIC - Chief Admin Officer & Chief Security Officer.</p> <p>4. Replacement of new janitors:</p>
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	<p>The current set of two (2) male janitors shall be replaced with a new set in case a new supplier is awarded the Contract, while the female janitor shall be retained.</p> <p>However, in case the current janitorial agency is awarded the contract, the existing two (2) male janitors may be retained subject to final evaluation on their performance by the DBM personnel and upon the request of the Head of the Procuring Entity. The female janitor shall be retained subject to final evaluation on her performance by the DBM personnel and upon the request of the Head of the Procuring Entity.</p> <p>At any time during the Contract implementation, any janitor/s may be replaced immediately upon request of the Head of the Procuring Entity or her authorized representative.</p> <p>5. Starting January 2022 billing of the supplier, payment shall be made only by the Procuring Entity upon submission of the prior month's proof of payment to the concerned janitors which shall be every 15th and 30th day of the month and proof of remittances to PhilHealth, SSS and Home HDMF.</p>
2.2	<p>Payment shall be made only by the Procuring Entity upon submission of the prior month's proof of payment to the concerned SGs/janitors which shall be every 15th and 30th day of the month and proof of remittances to PhilHealth, SSS and HDMF.</p> <p>Moreover, payment shall be subject to the submission of the following documents in case these were not submitted during bid submission/prior contract signing, consistent with ITB Clause 10.1 of the BDS and GCC Clause 3 of SCC, as applicable:</p> <ol style="list-style-type: none"> 2021 Mayor's/Business Permit in lieu of the submitted expired permit; Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised IRR of RA No. 9184, in lieu of the unnotarized PSD.

3	<p>Consistent with Item 6.4 GPPB Resolution No. 09-2020 as well as Item 4 of GPPB Resolution No. 16-2020, Performance Securing Declaration (PSD) may be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, for the second offense, in the event it violates any of the conditions stated in the contract; b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and c. The end-user may require the winning bidder to replace 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 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be.
4	<p>The PE shall conduct inspections and tests at any time during the contract to assess the Supplier's compliance to the Schedule of Requirements and Technical Specifications. Any adverse findings shall be a ground for termination of contract at the option of the PE.</p>
5	<p>The period for correction of defects in the warranty period is within the day the defect was reported by the PE to the Supplier.</p>

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.

Lot Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<p>Male Security Guards (SG) pre-approved by the Procuring Entity</p> <p>The Guarding Schedule is as follows unless revised by the PE:</p>	<p>Three (3) SGs: One (1) SG on nine (9) hours duty, One (1) SG on ten (10) hours duty & One (1) SG on eleven (11) hour duty, from Mondays to Sundays</p>	10,950 man-hours	From January 1 to December 31, 2022.
	<u>Post</u>	<u>Daily Schedule</u>	<u>No. of Hours</u>	<u>SG No.</u>
	DBM Building/Lobby	6:00 AM – 8:00 AM	2	1
		8:00 AM – 12:00 NN	4	2
		12:00 NN – 1:00 PM	1	1
		1:00 PM – 7:00 PM	6	2
		7:00 PM – 6:00 AM	11	3
	Main Gate	8:00 AM – 12:00 NN	4	1
		1:00 PM – 3:00 PM	2	1
	<u>Summary:</u>			
	<u>Guard No.</u>	<u>No. of Duty Hours/Day</u>	<u>No. of Days / Hrs</u>	<u>No. of OT / NS Hrs</u>
	1	9	365 / 3,285	1 / 0
	2	10	365 / 3,650	2 / 0
	3	<u>11</u>	<u>365 / 4,015</u>	3 / 8
		<u>30</u>	<u>365/10,950</u>	

Lot Number	Description	Quantity	Total	Delivered, Weeks/Months
2	Male and Female Janitors pre-approved by the Procuring Entity	Three Janitors: One (1) Female and Two (2) Male Janitors on eight (8) hour duty from Mondays to Saturdays	7,512 man-hours (313 days x 8 hours x 3 Janitor)	From January 1 to December 31, 2022.
	<u>Post</u>	<u>Janitor No. /Daily Schedule</u>	<u>Remarks</u>	
		1		
	Technical Area, Male CR - 1 st & 2 nd Floor, COA Office	6:00 AM – 4:00 PM	Male Janitor	
		8:00 AM – 9:00 AM 12:00 NN – 1:00 PM	} Break	
		2		
	FAD Area, Lobby-Ground Floor, Female CR-Ground Floor, Conference Room	7:00 AM – 5:00 PM	Male Janitor	
		9:00 AM – 10:00 AM 12:00 NN – 1:00 PM	} Break	
		3		
	RD's Office and Dormitory, Female CR 2 nd Floor, Lobby, Terrace 2 nd Floor, and Multi-Purpose Hall (GAD Center and Dormitory)	8:00 AM – 5:00 PM	Female Janitor	
		12:00 – 1:00 PM	Break	
	The three (3) Janitors are required to conduct General Cleaning of the Multi-Purpose Hall (GAD Center and Dormitory) every Saturday.			

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Lot	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Lot	Specification	Statement of Compliance
1	<p data-bbox="339 253 735 286">Delivery of Security Services</p> <p data-bbox="339 320 975 353">A. Scope of Work or Services to Be Rendered:</p> <p data-bbox="339 387 981 465">The Security Agency shall provide the following specific services:</p> <ol data-bbox="339 499 981 2004" style="list-style-type: none"> <li data-bbox="339 499 981 577">1. Protect the general interest of the Procuring Entity (PE). <li data-bbox="339 600 981 712">2. Guard and secure all property of the PE or its officers/employees within its area of responsibility. <li data-bbox="339 734 981 813">3. Strictly implement standing rules, regulations, guidelines and policies prescribed by the PE. <li data-bbox="339 846 981 958">4. Prohibit the commission of any unlawful or illegal acts within the assigned PE's premises or its area of responsibility. <li data-bbox="339 981 981 1093">5. Report and provide assistance in cases of any sign of disorder, riots, strike or any serious violation of the law. <li data-bbox="339 1115 981 1193">6. Protect PE or government property from theft, pilferage or damage. <li data-bbox="339 1216 981 1328">7. Report and provide assistance in cases of any emergency situations, such as fire, typhoon, or natural calamities. <li data-bbox="339 1350 981 1865">8. Shall provide a roving Guard Supervisor that will monitor the detailed Security Guards on a regular basis (per shift) with the following minimum qualifications: <ol data-bbox="384 1552 981 1865" style="list-style-type: none"> <li data-bbox="384 1552 707 1585">a. At least College level; <li data-bbox="384 1608 981 1686">b. Must have at least three (3) years security related experiences; <li data-bbox="384 1709 882 1742">c. Possess a valid driver's license; and <li data-bbox="384 1765 981 1865">d. Must have a Security Officer's License issued by PNP. <li data-bbox="339 1888 981 2004">9. Perform their tasks in accordance with the Eleven General Orders, Code of Ethics and Code of Conduct of Security Guards as stated 	

	<p>in RA 5487 (Act Governing the Organization and Management of Private Security Agencies).</p> <p>B. Manpower Qualifications</p> <p>The Security Guards (SG) shall have the following qualifications:</p> <ol style="list-style-type: none"> At least college level; Of good moral character and reputation, courteous, alert and without criminal or police record; Physically and mentally fit; At least five feet two inches (5'2") in height; Duly licensed and properly screened and cleared by the Philippine National Police (PNP), National Bureau of Investigation (NBI), and other government offices issuing clearances for employment; In proper uniform and with other security paraphernalia such as flashlight, hand held radio, night stick, whistle, metal detector & other essential security paraphernalia; Armed with appropriate and functional rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during hours of duty; Must have passed the Pneuro-Psychiatric Exam; and In possession of such other qualifications required by Republic Act (RA) No. 5487, as amended. <p>C. Obligations and Responsibility of the Security Agency</p> <p>The Security Agency shall comply with the following obligations and responsibilities:</p> <ol style="list-style-type: none"> Assume all losses in their areas of responsibility due to negligence/pilferages and 	
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	<p>negligence of their security guards after thorough investigation;</p> <ol style="list-style-type: none"> 2. Assume full responsibility for the acts of its SGs during performance of their duties; 3. Cooperate with the PE's official investigation of any suspected criminal activity or in case of theft or similar incidents in their assigned area; 4. Be responsible for the safety of their SGs in the performance of their duties in providing security services to the PE; 5. Provide the total number of guards required in the assigned area every shift per Section VI hereof; 6. Provide each SG on posts with firearm, handheld radio and metal detector at all times and ensure that said equipment conform to the applicable standards and covered with appropriate and valid licenses and documents; 7. Shall conduct a physical security survey and inspection prior to the posting of the guards to define the areas, buildings and other structures considered critical and vulnerable; 8. The Security Agency shall not change or replace the SG without prior notice at least three (3) working days, and approved by the PE; 9. Have the SG changed or replaced at any time upon request of the PE for justifiable reasons; and 10. Must provide their security guards with contact numbers of the PNP, BFP and hospitals for ready reference during emergency cases. <p>D. Equipment Requirements</p> <p>To be installed at/near the guard's posts (Main Gate and DBM Lobby).</p> <ol style="list-style-type: none"> 1. Hand held 2-way radio – 3 units 2. Stand by flood light– 3 units 3. Vehicle Under Chassis Mirror – 1 pc. 4. Rain boots (for each security guard) 	
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	<p>5. Big Umbrellas – 2 pieces 6. Raincoat – 3 pcs 7. Metal detector – 2 units</p> <p>E. Satisfactory Level of Performance</p> <p>The Service Provider/Supplier shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria. The performance criteria to be applied shall include, among others, the following:</p> <ul style="list-style-type: none"> a. Quality of service delivered; b. time management and initiative; c. attitude and professional ethics; d. punctuality and attendance; and e. submit incident reports to the PE thru the Chief AO/Security Officer within twenty-four (24) hours after the incident for immediate action/resolution by the PE. <p>F. Additional Set of Technical Parameters</p> <p>1. Stability</p> <ul style="list-style-type: none"> a. Years of Experience – at least three (3) years in security operations. b. Liquidity of the Contractor – should have a current ratio (current assets/current liabilities) of 2:1 c. Organizational Set-up – must be compliant to RA 5487 <p>2. Resources</p> <ul style="list-style-type: none"> a. No. of Licensed Firearms – one (1) firearm for every three (3) Security Guards in the Security Agency’s employ; b. No. & Kind of Communication Devices – The Security Agency shall provide List of Communication Devices Owned (ex. hand held radio, mobile and landlines); 	
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	<p>c. No. & Kind of Motor Powered Vehicles – The Security Agency shall provide List of Motor Powered Vehicles Owned; and</p> <p>d. No. of Licensed Guards – at least 200 Security Guards.</p> <p>3. Security Plan</p> <p>The Security Agency shall provide a Security Plan for the PE. Such Security Plan shall be presented by the Security Supervisor for review and approval by the PE within ten (10) calendar days from receipt of letter/notice declaring EPA LCRB.</p> <p>4. Other Factors</p> <p>a. Recruitment and Selection Criteria – The Security Agency shall provide their Company Policy on Recruitment & Selection; and</p> <p>b. Completeness of Uniforms and Other Paraphernalia – Guards shall be neat and clean in appearance and shall wear the prescribed uniforms with the appropriate identification cards, and required paraphernalia and firearm prior to posting.</p>	
2	<p>Delivery of Janitorial Services</p> <p>I. Scope of Work</p> <p>Provision of Janitorial Services, tools and appropriate equipment for the optimum cleanliness, orderly condition and maintenance of the entire DBM Office building, its premises, pantries, toilets, dorm and surrounding areas at all times.</p> <p>Perform messengerial services to include but not limited to delivering and posting communications and documents.</p> <p>II. Personnel Requirements:</p> <p>The Janitors to be deployed to the PE should have the following minimum qualifications:</p> <p>1. One (1) female janitor of at least college level to be assigned at the Office of the Regional</p>	

	<p>Director; and two (2) male janitors of at least High School graduate;</p> <ol style="list-style-type: none"> 2. Should have work experience related to janitorial and messengerial work; 3. Physically and mentally fit (supported with a Health Certificate from the City Health Office issued within the pre-approval period); and 4. Good moral character (should be supported with Barangay and Police Clearances issued within six (6) months). <p>III. Equipment Requirements</p> <p>Floor polish, vacuum cleaner, grass cutter, and other cleaning tools which the PE may require as the need arises.</p> <p>IV. Other Requirements</p> <ol style="list-style-type: none"> 1. Any change of personnel to be assigned shall require clearance from the Chief Administrative Officer (CAO) of DBM and shall automatically require submission of qualification papers as required in the Special Conditions of the Contract at least three (3) working days before its effectivity; 2. Provide the total number of janitors required every day and shall be able to send an alternate janitor/reliever immediately with equal qualification requirement in case a regular janitor is absent; 3. Have the janitors changed or replaced upon request of the PE for justifiable reasons. 4. The supplier shall maintain at least satisfactory level of performance throughout the term of the contract, based on a prescribed set of performance criteria, to wit: <ol style="list-style-type: none"> a. quality of service delivered; b. time management and initiative; 	
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	c. attitude and professional ethics; and d. punctuality and attendance.	
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Reminder: The bidder shall only state “comply” or “not comply” against each of the individual parameters of each Specification stating the corresponding performance parameter.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
Or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
And
- ☐ (c) **2021** 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.

Bidding Forms

- I. Bid Form**
- II. Price Schedule**
- III. Bid Securing Declaration Form**
- IV. Omnibus Sworn Statement**
- V. Performance Securing Declaration**
- VI. Contract Agreement Form**
- VII. Statement of the Bidder of all its Ongoing Government and Private Contracts, including Contracts Awarded but Not Yet Started**
- VIII. Statement of the Bidder's Single Largest and Completed Contract Similar to the Contract to be Bid**

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	Currency	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: _____

PRICE SCHEDULE				
Name of Project:		Lot 1: Delivery of Security Services		
Name of Bidder:				
Particulars	1SG w/ 1hr OT & No Night-Shift (6am - 3pm)	1SG w/ 2 hrs OT & No Night-Shift (8am - 12pm; 1pm - 7pm)	1SG w/ 3hrs OT & 8hrs Night-Shift (7pm-6am)	TOTAL for 3 SGs
REIMBURSABLE COSTS:				
A. Payable Directly to SG				
Basic Salary [(P325 x 393.80)/12]				
Uniform Allowance (RA 5487)				
13th Month Pay [(P325 x 365 x 1/12)/12]				
Service Incentive Leave (SIL) [P325 x 5]/12]				
Sub-total				
B. Amount to Government - Employer Share				
Retirement Benefit (RA 7641) (P325 x 22.5)/12				
SSS Premium				
State Insurance Fund (EC)				
PHIC Premium				
HDMF				
Sub-total				
C. Provision for OT & Night Differential				
Overtime Pay				
Night Differential				
Sub-total				
D. Total Reimbursable Costs (A + B + C)				
E. Administrative Cost/Agency Fee				
F. Contract Cost Before Tax (D + E)				
G. Tax Obligations (12% VAT of Agency Fee per RMC 39-2007)				
H. Total Monthly Contract Rate (F + G)				
I. Total Contract Rate for January 1-December 31, 2022				
Note: The rounding off per item should be based on the general rule of rounding of decimal numbers to the nearest hundredths.				

Name & Signature of Authorized Representative

Note: In preparing your bid, please consider the assumptions listed in the succeeding pages subject to labor laws and existing rules and regulations.

Assumptions and Parameters to be used in the computation:																					
1)	Number of months from January 1-December 31, 2022:		12 months																		
2)	Basic Salary Computation is based on Wage Order No. RB VIII-21 effective August 18, 2019, "Prescribing New Minimum Wage Rates for Eastern Visayas" .																				
3)	Per Handbook on Workers' Statutory Monetary Benefits, 2020 Edition (page 6-7) , the computation of the Estimated Equivalent Monthly Rate (EEMR) of Daily-Paid Employees for those who are required to work everyday, including Sundays or rest days, special days and regular holidays:																				
	<table><tr><td></td><td>Calendar Days</td><td>Equiva-lent No. Of Days</td></tr><tr><td>Ordinary Working Days</td><td>297</td><td>297</td></tr><tr><td>Regular Holidays x 200%</td><td>12</td><td>24</td></tr><tr><td>Rest Days x 130%</td><td>52</td><td>67.6</td></tr><tr><td>Special Days x 130%</td><td>4</td><td>5.2</td></tr><tr><td>TOTAL</td><td>365</td><td>393.8</td></tr></table>		Calendar Days	Equiva-lent No. Of Days	Ordinary Working Days	297	297	Regular Holidays x 200%	12	24	Rest Days x 130%	52	67.6	Special Days x 130%	4	5.2	TOTAL	365	393.8		
	Calendar Days	Equiva-lent No. Of Days																			
Ordinary Working Days	297	297																			
Regular Holidays x 200%	12	24																			
Rest Days x 130%	52	67.6																			
Special Days x 130%	4	5.2																			
TOTAL	365	393.8																			
4)	Uniform Allowance pursuant to RA 5487 is P100/month.																				
5)	Per DOLE Labor Advisory No. 17, s. 2016 and Handbook on Workers' Statutory Monetary Benefits, 2020 Edition , the thirteenth-month pay shall not be less than one-twelfth (1/12) of the total basic salary earned by an employee in a calendar year. Formula and Computation of 13th Month Pay																				
	<table><tr><td>Total basic salary earned during the year</td><td>=</td><td>proportionate 13th month pay</td></tr><tr><td>12 months</td><td></td><td></td></tr></table>	Total basic salary earned during the year	=	proportionate 13th month pay	12 months																
Total basic salary earned during the year	=	proportionate 13th month pay																			
12 months																					
6)	Per Omnibus Rules Implementing the Labor Code, Rule V and Handbook on Workers' Statutory Monetary Benefits FY 2020 , provides that "Every employee who has rendered at least one (1) year of service is entitled to Service Incentive Leave (SIL) of five (5) days with pay." Service Incentive Leave Pay (SILP) = 5 days per year (Daily Rate includes Basic plus COLA)																				
7)	Retirement Benefit pursuant to RA 7641 approved on Dec. 9, 1992 is equivalent to one-half (1/2) month salary for every year of service. The term 1/2 month salary shall mean fifteen (15) days plus 1/12 of the 13th month pay and the cash equivalent of not more than five (5) days of service incentive leaves. Per Handbook on Workers' Statutory Monetary Benefits FY 2020 , for the purpose of computing retirement pay, "one-half month salary" shall include all of the following: 1. Fifteen (15) days salary based on the latest salary rate; 2. Cash equivalent of five (5) days of service incentive leave; 3. One-twelfth (1/12) of the thirteenth-month pay (1/12 x 365/12 = 0.083 x 30.41 = 2.5) Thus, "one-half month salary" is equivalent to 22.5 days.																				
8)	SSS Premium is based on SSS Contribution Schedule effective January 2021 for Regular Employers and Employees (8.5% for Employers and 4.5% for Employees) which varies depending on compensation base. Compensation base refers to Basic Salary + 13th month pay + SIL + OT Pay + Night Differential. Table below shows the compensation base and amount of Employer SSS contribution per Security Guard:																				
	<table><tr><td>Security Guards</td><td>Compensation Base</td><td>Employer Contribution</td></tr><tr><td>1SG w/ 1hr OT & No Night-Shift</td><td>13,307.68</td><td>1,147.50</td></tr><tr><td>1SG w/ 2 hrs OT & No Night-Shift</td><td>14,990.75</td><td>1,275.00</td></tr><tr><td>1SG w/ 3hrs OT & 8hrs Night-Shift</td><td>17,740.48</td><td>1,487.50</td></tr></table>	Security Guards	Compensation Base	Employer Contribution	1SG w/ 1hr OT & No Night-Shift	13,307.68	1,147.50	1SG w/ 2 hrs OT & No Night-Shift	14,990.75	1,275.00	1SG w/ 3hrs OT & 8hrs Night-Shift	17,740.48	1,487.50								
Security Guards	Compensation Base	Employer Contribution																			
1SG w/ 1hr OT & No Night-Shift	13,307.68	1,147.50																			
1SG w/ 2 hrs OT & No Night-Shift	14,990.75	1,275.00																			
1SG w/ 3hrs OT & 8hrs Night-Shift	17,740.48	1,487.50																			
9)	State Insurance Fund - P10.00 per employee per month in accordance with page 2 of the ECC's Employer's Guide on Employees' Compensation Program .																				

- 10) Philhealth Premium Contribution is based on **Sec. 10. of Republic Act No. 11223 (Universal Health Care Act)** approved on February 20, 2019. For direct contributors, premium rates shall be in accordance with the following schedule and monthly income floor and ceiling.

Year	Premium Rate	Income Floor	Income Ceiling
2020	3.00%	Php 10,000.00	Php 60,000.00
2021	3.50%	Php 10,000.00	Php 70,000.00
2022	4.00%	Php 10,000.00	Php 80,000.00

- 11) Overtime pay refers to the additional compensation for work performed beyond eight (8) hours a day.

Overtime pay computation:

	1-hr OT	2-hrs OT	3-hrs OT
Rate per hour (P325/8)	40.63		
Regular Days (P40.63 x 125% X 297 days)	15,083.89	30,167.78	45,251.66
Regular Holidays (P40.63 x 200% x 130% x 12 days)	1,267.66	2,535.31	3,802.97
Sundays/Rest Days (P40.63 x 130% x 130% x 52 days)	3,570.56	7,141.13	10,711.69
Special Days (P40.63 x 130% x 130% x 4 days)	274.66	549.32	823.98
Total	20,196.77	40,393.53	60,590.30

- 12) Night Shift Differential (NSD) refers to the additional compensation of ten percent (10%) of an employee's regular wage for each hour of work performed between 10 pm and 6 am.

Night Shift Differential Computation:

	1SG w/ 3hrs OT & 8hrs Night-Shift
Rate per hour (P325/8)	40.63
Regular Days (P40.63 x 10% X 297 days x 8 hrs)	9,653.69
Regular Holidays (P40.63 x 200*10% x 12 days x 8 hrs.)	780.10
Sundays/Rest Days (P40.63 x 130% x 10% x 52 days x 8 hrs.)	2,197.27
Special Days (P40.63 x 130% x 10% x 4 days x 8 hrs.)	169.02
Total	12,800.08

- 13) Per **Sec. III(1) of Revenue MC No. 39-2007 dated Jan. 22, 2007**, tax obligations of Security Agency is at 12% of the Agency Fee.

- 14) The amount per item should be rounded off up to two decimal places following the general rule of rounding for decimal numbers.

PRICE SCHEDULE							
Name of Project:		Lot 2: Delivery of Janitorial Services					
Name of Bidder:							
Particulars							Amount
REIMBURSABLE COSTS:							
A. Payable Directly to Janitor							
Basic Salary $[(P325 \times 326.20)/12]$							
Uniform Allowance (RA 5487)							
13th Month Pay $[(P325 \times 326.20)/12]/12]$							
Service Incentive Leave (SIL) $[(P325 \times 5)/12]$							
Sub-total							
B. Amount to Government - Employer Share							
Retirement Benefit (RA 7641) $(P325 \times 22.5 \text{ days})/12$							
SSS Premium							
State Insurance Fund (EC)							
PHIC Premium							
HDMF							
Sub-total							
C. Total Reimbursable Costs (A + B)							
D. Administrative Cost/Agency Fee							
E. Contract Cost Before Tax (C + D)							
F. Tax Obligations (12% VAT of Contract Cost per BIR Ruling No. 213-15 dated June 19, 2015)							
G. Total Monthly Contract Rate (E + F)							
H. Total Contract Rate per Janitor from January - December 2022							
I. TOTAL CONTRACT RATE FOR THREE (3) JANITORS FROM JANUARY 1 TO DECEMBER 31, 2022							
Note: The rounding off per item was based on the general rule of rounding of decimal numbers to the nearest hundredths.							

Name & Signature of Authorized Representative

Note: In preparing your bid, please consider the assumptions listed in the succeeding pages subject to labor laws and existing rules and regulations.

Assumptions and Parameters to be used in the computation:					
1)	Number of months from January 1-December 31, 2022:				12 months
2)	Basic Salary Computation is based on Wage Order No. RB VIII-21 effective August 18, 2019, "Prescribing New Minimum Wage Rates for Eastern Visayas" on the following equivalent no. of days.				
		Calendar Days	Equiva-lent No. Of Days		
	Ordinary Working Days	297	297		
	Regular Holidays x 200%	12	24		
	Special Days x 130%	4	5.2		
	TOTAL	313	326.2		
3)	Uniform Allowance pursuant to RA 5487 is P100/month				
4)	Per DOLE Labor Advisory No. 17, s. 2016 and Handbook on Workers' Statutory Monetary Benefits, 2020 Edition , the thirteenth-month pay shall not be less than one-twelfth (1/12) of the total basic salary earned by an employee in a calendar year.				
	Formula and Computation of 13th Month Pay				
	Total basic salary earned during the year		=	proportionate 13th month pay	
	12 months				
5)	Per Omnibus Rules Implementing the Labor Code, Rule V and Handbook on Workers' Statutory Monetary Benefits FY 2020 (Article 95) , provides that "Every employee who has rendered at least one (1) year of service is entitled to Service Incentive Leave (SIL) of five (5) days with pay."				
6)	Retirement Benefit pursuant to RA 7641 approved on Dec. 9, 1992 is equivalent to one-half (1/2) month salary for every year of service. The term 1/2 month salary shall mean fifteen (15) days plus 1/12 of the 13th month pay and the cash equivalent of not more than five (5) days of service incentive leaves. Per Handbook on Workers' Statutory Monetary Benefits FY 2020 , for the purpose of computing retirement pay, "one-half month salary" shall include all of the following: 1. Fifteen (15) days salary based on the latest salary rate; 2. Cash equivalent of five (5) days of service incentive leave; 3. One-twelfth (1/12) of the thirteenth-month pay (1/12 x 365/12 = 0.083 x 30.41 = 2.5) Thus, "one-half month salary" is equivalent to 22.5 days.				
7)	SSS Premium is based on SSS Contribution Schedule effective January 2021 for Regular Employers and Employees (8.5% for Employers and 4.5% for Employees) which varies depending on compensation base. Compensation base refers to Basic Salary + 13th month pay + SIL + OT Pay + Night Differential. Table below shows the compensation base and amount of Employer SSS contribution per Janitor:				
	Compensation Base		Employer Contribution		
	9,706.22		807.50		
8)	State Insurance Fund - P10.00 per employee per month in accordance with page 2 of the ECC's Employer's Guide on Employees' Compensation Program .				
9)	Philhealth Premium Contribution is based on Sec. 10. of Republic Act No. 11223 (Universal Health Care Act) approved on February 20, 2019. For direct contributors, premium rates shall be in accordance with the following schedule and monthly income floor and ceiling.				
	Year	Premium Rate	Income Floor	Income Ceiling	
	2020	3.00%	Php 10,000.00	Php 60,000.00	
	2021	3.50%	Php 10,000.00	Php 70,000.00	
	2022	4.00%	Php 10,000.00	Php 80,000.00	
10)	Per BIR Ruling No. 213-15 dated June 19, 2015 , tax obligations is at 12% on the gross amount of the Contract Cost.				

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]

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:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - 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]

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]

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]

**Statement of Ongoing Government and Private Contracts
including Contracts Awarded but not yet Started**
[shall be submitted with the Bid]

Business Name: _____
Business Address: _____

Title of the Contract / Name of the Project	Contract Date	Contract Duration	Name of the Client / Contact Person / Contact Number / Email Address	Kinds of Goods/ Services	Total Amount of Contract	Value of Outstanding Contract	Date of Delivery
<u>Government</u>							
1.							
2.							
xxx							
<u>Private</u>							
1.							
2.							
xxx							
Total							

Certified Correct : _____
(Printed Name and Signature of Bidder/Authorized Representative)

Position/Designation : _____

Date : _____

Instructions:

1. State ALL ongoing contracts including those awarded but not yet started (government and private contracts) whether similar or not similar in nature and complexity to the contract to be bid.
2. If there is no ongoing contract including those awarded but not yet started, indicate “none”.
3. The total amount/value of outstanding or uncompleted portions of the ongoing contracts, including awarded contracts yet to be started, should be consistent with those indicated in the Net Financial Contracting Capacity (NFCC).

**Statement of Single Largest Completed Contract
Similar to the Contract to be Bid**
[shall be submitted with the Bid]

Business Name: _____
Business Address: _____

Title of the Contract / Name of the Project	Contract Date	Contract Duration	Name of the Client / Contact Person / Contact Number / Email Address	Kinds of Goods/ Services	Amount of Contract	Date of Delivery

Certified Correct : _____
(Printed Name and Signature of Bidder/Authorized Representative)

Position/Designation : _____

Date : _____

Instructions:

1. Similar contract refers to “Delivery of Security Services” for Lot 1 and “Delivery of Janitorial Services” for Lot 2.
2. The SLCC equivalent to at least one hundred percent (100%) of the ABC should have been completed within two (2) years prior to the deadline for the submission and receipt of bids.
3. The end user’s acceptance or official receipt(s) or sales invoice issued for the contract, shall be attached to the statement.

