

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
CAMARINES SUR 2ND
DISTRICT ENGINEERING OFFICE
REGIONAL OFFICE V
BARAS, CANAMAN, CAMARINES SUR

BIDDING DOCUMENTS

FOR

CONTRACT ID NUMBER:	24GFE0024
CONTRACT NAME:	PROVISION OF SIX (6) SECURITY SERVICES REQUIREMENTS FOR DPWH CAMARINES SUR 2ND DISTRICT ENGINEERING OFFICE COMPOUND UNDER ONE (1) YEAR SERVICE AGREEMENT <u>CAMARINES SUR 2ND DEO, BARAS, CANAMAN, CAMARINES SUR</u>
CONTRACT LOCATION:	
Date of Opening of Bids:	<u>January 28, 2025</u>
Start Date for Issuance of Bidding Documents:	<u>January 9, 2025</u>

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
CAMARINES SUR 2ND DISTRICT ENGINEERING OFFICE
Baras, Canaman, Camarines Sur



INVITATION TO BID FOR

**24GFE0024 - PROVISION OF SIX (6) SECURITY SERVICES REQUIREMENTS FOR
DPWH CAMARINES SUR 2ND DISTRICT ENGINEERING OFFICE COMPOUND
UNDER ONE (1) YEAR SERVICE AGREEMENT**

1. The *Department of Public Works and Highways, Camarines Sur 2nd District Engineering Office*, through the **GAA FY 2024 (EAO)** intends to apply the sum of **One Million Six Hundred Twenty Eight Thousand Seven Hundred Sixty One Pesos and Thirty Nine Centavos (Php1,628,761.39)** being the ABC to payments under the contract for **24GFE0024 - PROVISION OF SIX (6) SECURITY SERVICES REQUIREMENTS FOR DPWH CAMARINES SUR 2ND DISTRICT ENGINEERING OFFICE COMPOUND UNDER ONE (1) YEAR SERVICE AGREEMENT**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Department of Public Works and Highways, Camarines Sur 2nd District Engineering Office* now invites bids for the above Procurement Project. Delivery of the Goods is required as specified in the Schedule of Requirements. Bidders should have completed, within **three (3) 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).

Lot No.	Area of Responsibility (AOR)	Approved Budget of the Contract (ABC) inclusive of VAT	Cost of Bid Documents
1	DPWH 2 ND DISTRICT, BARAS COMPOUND	1,628,761.39	5,000.00

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 *Department of Public Works and Highways, Camarines Sur 2nd District Engineering Office* and inspect the Bidding Documents at the address given below during **weekdays from 8:00am to 5:00pm**.

5. A complete set of Bidding Documents may be acquired by interested Bidders on ***Department of Public Works and Highways, Camarines Sur 2nd District Engineering Office*** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Php 5,000.00***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees ***in person, by facsimile, or through electronic means***.
6. The ***Department of Public Works and Highways, Camarines Sur 2nd District Engineering Office*** will hold a Pre-Bid Conference¹ on ***January 16, 2025 at 10:00 am at Bidding/Conference Room, DPWH, Cam. Sur 2nd DEO, Baras, Canaman, Camarines Sur*** and live-streamed on YouTube: <https://www.youtube.com/@DPWH.CamSur2DEO>, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at ***BAC Office, DPWH, Cam. Sur 2nd DEO, Baras, Canaman, Camarines Sur*** on or before ***January 28, 2025 at 10:00 am***. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ***ITB*** Clause 14.
9. Bid opening shall be on ***January 28, 2025 at 10:30am*** at BAC Office, DPWH, Cam. Sur 2nd DEO, Baras, Canaman, Camarines Sur and live-streamed on YouTube: <https://www.youtube.com/@DPWH.CamSur2DEO>. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***Department of Public Works and Highways, Camarines Sur 2nd District Engineering Office*** 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.
11. For further information, please refer to:

CRISPIN A. BATAC
BAC Secretariat Head
Baras, Canaman, Cam. Sur
Telephone No. 054 (8816852)
Email address: bacdpwhcs2@gmail.com
12. You may visit the following websites:

For downloading of Bidding Documents: www.dpwh.gov.ph and PhilGEPS Website

Date: January 9, 2025

(SGD)
SALVACION LORA C. DELEÑA
BAC Chairperson

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

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, *[indicate name]* wishes to receive Bids for the *[insert Procurement Project]*{*[insert, if applicable:]* under a Framework Agreement}, with identification number *[indicate number]*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of *[indicate number of lots or items]*, 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 *[indicate funding year]* in the amount of *[indicate amount]*.

2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

[If not an early procurement activity, select one and delete others:]

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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. *[Select one, delete other/s]*

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. 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:

[Select one, delete the other/s]

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

[Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- b. Subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* and/or 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 *[state relevant period as provided in paragraph 2 of the IB]* 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

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

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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:

[Select one, delete the other/s]

- a. Philippine Pesos.
- b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP].*

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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**.

² 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.

- 14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

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

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

[Select one, delete the other/s]

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

[Delete Options 2 and 3 if Framework Agreement will be used.]

- 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. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* 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**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

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**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified 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> <p>a. <i>As guidance, a contract shall be considered “similar” to the contract to be bid if it involves goods or services of the same nature and complexity as the subject matter of the project being procured. Similarity of contract should be interpreted liberally in the sense that it should not refer to an exact parallel, but only to an analogous one similar category.</i></p> <p>b. completed within 3 years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
12	<i>The price of the Goods shall be quoted DDP BAC Office, DPWH, Cam. Sur 2nd DEO, Baras, Canaman, Camarines Sur.</i>
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>a. The amount of not less than <i>to two percent (2%) of ABC</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>to five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>
19.3	<i>The Project is composed of one (1) lot. Bidders shall submit a proposal on the said lot. Evaluation and contract award shall be in one lot.</i>
20.2	<i>Not Applicable</i>
21.2	<i>Not Applicable</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**.

[Include the following clauses if Framework Agreement will be used:]

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.*[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

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 *{[Include if Framework Agreement will be used:]* or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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	
1.0	The services to be provided under the Contract shall include those specified in the Contract Agreement and TOR.
2.0	<p>Payment shall be made upon presentation by the PSA/Security Provider of the billing for the covered period subject to the usual accounting and auditing rules and regulations. The billing shall be accompanied by the following document:</p> <p>1.) Certificate of Performance issued by the General Services Officer attested by the Administrative Officer.</p> <p>2.) Official Receipt (O.R.) of the remittances paid for the necessary benefits of security guards (SSS, PhilHealth, Pag-IBIG and Withholding Taxes)</p> <p>3.) One (1) copy of the original and two (2) photocopies of the Monthly Deployment Report (MoDR) duly accomplished by the Security Agency at the end of each month stating the names of the guard's salary rates and actual attendance;</p> <p>The PSA/Security Provider shall pay taxes due in relation to the contract in full and on time; its failure to do so, the Procuring Entity will suspend payment for the services delivered by the PSA.</p>
3.0	<p>The PSA's/Security Provider's warranties are:</p> <p>1.) The PSA/Security Provider warrants that the security personnel assigned are;</p> <p>(a) duly trained and licensed to act as Security Guards to bear firearms and to perform their duties under the Contract;</p> <p>(b) are competent, efficient, reliable, physically and mentally fit based on valid and current medical and neuro-psychiatric evaluation/clearance, of good moral character and without criminal or other derogatory record based on valid and current clearances issued by the National Bureau of Investigation, the Philippine National Police, the Barangay where the security guard resides, as well as the Police Department, the Office of the Prosecutor, the Regional Trial Court. and the Metropolitan Trial Court or other first-level trial court, of the City or Municipality where the security guard resides;</p> <p>(c) have been tested negative for use of any prohibited drug;</p> <p>(d) have all the qualifications and none of the disqualifications under Republic Act 5487, as amended, and its implementing rules;</p> <p>(e) are sufficiently knowledgeable of the use and nature of the weapons, ammunitions, devices, equipment, and other security paraphernalia entrusted to them;</p>

(f) will satisfactorily perform their duties under the Contract; and

(a) (g) will abide by the DPWH's security rules and regulations.

- 2.) The PSA/Security Provider also warrants that the firearms and ammunitions issued or to be issued to its security personnel are duly licensed by competent authorities as required by law, and that the said firearms and ammunitions, as well as all mobility, communication equipment, supplies and other related items provided by the PSA/Security Provider to its security personnel, are serviceable and dependable.
- 3.) The PSA/Security Provider likewise warrants that it shall comply with its obligations as employer of the security guards under labor laws, rules and regulations, and shall hold the procuring entity free from any liability to them. The PSA/Security Provider shall assume full responsibility for the payment of compensation, salaries, wages, and other benefits of its security personnel, including benefits for any personal injuries, including death which may be sustained in the performance of security services.
- 4.) The PSA/Security Provider further warrants that it shall be responsible for any loss or damage that may be suffered by the area of deployment, or its properties due to the willful act, negligence and/or carelessness of its security guards in the performance of their duties. The PSA/Security Provider shall likewise assume full responsibility for any loss of or damage to any property, and for any personal injury, including death of any person that may be caused by act, willful omission or gross negligence of its security personnel assigned.
- 5.) If the PSA/Security Provider is not yet paying its security personnel' wages and other employment benefits through Automated Teller Machines (ATM),it warrants to implement such measure for security personnel assigned within thirty (30) calendar days from the execution of the Contract, and to maintain the same at company expense.
- 6.) Upon receipt of the Notice to Proceed, the PSA shall execute a **Notarized Undertaking** expressing its willingness to undergo periodic reviews, assessment and compliance inspections to ensure that the provisions of the TOR and signed contract security services agreement are faithfully and consistently complied with, and that no law is violated during the life of the security services contract agreement with the Authority.

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.

A. SCHEDULE OF MANPOWER REQUIREMENTS (8-Hour Duty/Shift)

Security Post	Guard			Total No. of Guards	Required Equipment					
	1 st	2 ⁿ	3 ^r		9mm	HHR	HHSL	RV	RG	UVIM
DPWH CAMARINES SUR 2 ND DISTRICT COMPOUND	2	2	2	6	1	2	1	1	1	1

Work Shift Schedule

Shift Schedule	Time of Duty
1 st Shift	0500H – 1300H
2 nd Shift	1300H – 2100H
3 rd Shift	2100H – 0500H

B. SCHEDULE OF EQUIPMENT REQUIREMENTS

Description	No. of Equipment	Delivered, Days/Weeks/Months
1. FIREARMS		
a. Pistol, Cal. 9mm w/ extra magazine (7 Rounds/FA)	1	<i>Seven (7) Calendar Days prior to Date of Guard Posting</i>
2. COMMUNICATION EQUIPMENT		
a. Handheld Radio with reserve battery packs	2	-do-
3. OTHER SECURITY EQUIPMENT		
a. Handheld Search Light	1	-do-
b. Under vehicle chassis inspection mirror	1	-do-
c. Reflectorized Vest	1	-do-
d. Reflectorized Gloves	1	-do-
e. Heavy Duty Rubber Boots	1	-do-
4. INDIVIDUAL UNIFORM AND EQUIPMENT OF GUARDS		
a. Class “A” Uniform (long sleeve with neck tie) & Paraphernalia’s	2 sets	Must be available upon posting.
b. Rain Coat	1 pc	-do-
c. Rain Boots	1 pair	-do-
d. Medicine/First Aid Kit	1 pouch	-do-
e. Handcuffs	1 pc	-do-
f. Flashlight	1 pc	-do-
g. Nightstick/Baton	1 pc	-do-
h. Whistle	1 pc	-do-

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.

Section VII. Technical Specifications

INSTRUCTIONS:

- ① The specifications given are the minimum requirements unless indicated otherwise. A Bidder's proposal must match or exceed the specifications.
- ② 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 Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1 (a)(ii) and/or **GCC** Clause 2.1 (a)(ii).

Item	Specification ^① (Minimum, Requirements)	Statement of Compliance ^②
A. Qualification of Security Personnel		
	A1. Security Guards (SGs) <ul style="list-style-type: none"> (a) Filipino Citizen, with good moral character; (b) Physically and mentally fit; (c) Minimum height for MALE SGs preferably must be least 5'6". For FEMALE SGs, minimum height preferably must be 5'2"; (d) Good knowledge in computer operation and preparation of report; (e) Must understand English, oral and written; (f) Must have at least two (2) years' experience as Security Guard; (g) Must possess a valid security guard license; (h) Must have passed Ishihara Test; (i) Must have passed Neuro-Psychiatric Evaluation Test and Drug Test to be conducted by independent neuro-psychiatric and drug testing centers not affiliated with the security agency, which should be both valid for six (6) months prior to deployment. Random drug test shall be conducted at any time within the duration of the contract at the expense of the PSA; and (j) Must have never been charged of any crime nor convicted of any crime 	

B. Duties and Responsibilities of Officers and Guards		
	<p>B1. Security Guards (SGs)</p> <ul style="list-style-type: none"> (a) Responsible for the protection of properties within the post from undue damage, theft and/or robbery; (b) Perform guarding duties in respective posts/tour of duty in accordance with the guard general and special orders and other directive/instructions from competent authority and with the Schedule of Posting approved by the procuring entity; (c) Keep and update required post records and if possible frisk anyone who pass by his post particularly those assigned at the screening point; (d) Issue appropriate visitor's tag to all incoming visitors and record the names in the logbook accordingly; (e) Shall not allow DPWH vehicle to egress facilities without approved and duly signed trip ticket; (f) Shall not allow personnel from entering DPWH premises who are under the influence of prohibited drugs and liquor at any time; (g) Records all unusual incident that happened near his post in the logbook and must be immediately reported to the Shift-In-Charge or the management; (h) Apprehend and investigate unauthorized entry of personnel in their Area of Responsibility, submit appropriate report and if necessary act as witness on charges to be filed by the Authority; and (i) Disallow outbound properties of the DPWH without approved Gate Pass. 	
C. Stability of the Prospective Private Security Agency (PSA)		
	<p>C1. Years of Experience</p> <ul style="list-style-type: none"> (a) Prospective Bidder has been in the contract security industry for at least three (3) years from the date of Opening of Bid with no pending litigation/case in any private or government entities pertaining to security contract of services, good business standing and operationally capable of providing security services; (b) Prospective Bidder has provided a SATISFACTORY performance from at least Two (2) previous clients for the last three (3) years; (c) Prospective Bidder must have at least six (6) guards currently deployed. (d) Prospective Bidder must have a Regular License to Operate (LTO) as Private Security Agency issued by PNP-SOSIA; (e) Prospective Bidder must have a Certificate of Membership with the Social Security System, Philippine Health Insurance Corporation & Pag- IBIG; 	

	<ul style="list-style-type: none"> (f) Prospective Bidder must be registered with the Philippine Government Electronic Procurement System (PhilGEPS); (g) Prospective Bidder must not currently under suspension nor “BLACKLISTED” or barred from bidding by any government or private entity; (h) Prospective Bidder must have a Certificate of Registration as Contractor issued to the bidder by the Regional Office of the Department of Labor and Employment (DOLE) where it principal operates, pursuant to DOLE Department Order No. 174, series of 2017; and (i) Prospective Bidder must have a Certification of Pending or No Pending labor standards violation case/s issued by the DOLE pertaining to the provision of the security services: <p>C2. Liquidity Ratio of current assets over current liabilities should be at least 2:1, for CYs 2022 and 2023 based on Audited Financial Statements;</p> <p>C3. Organizational Set-Up</p> <ul style="list-style-type: none"> (a) Prospective Bidders Organizational capability is in compliance with Appendix “A” (Organizational Structure of Private Security Agencies) of R.A. No.5487 (The Private Security Agency Law); (b) Key personnel and Security Officers of the prospective Bidder must at least Three (3) years’ experience in private security administration and operation and never been charged of any crime and convicted of any crime; 	
D. Resources of the Prospective PSA		
	<p>D1. Number of Licensed Firearms</p> <p>Prospective Bidder must have commensurate number of firearms with the guard post, readily available one (1) week prior to effectivity of contract. Bidders must submit List of All Licensed Firearms prior inspection of Technical Inspection and Acceptance Committee (TIAC) for Security Services.</p> <p>D2. Number of Licensed Communication Equipment</p> <p>Prospective Bidder must have commensurate number of radio equipment with the guard post, readily available one (1) week prior to effectivity of contract. Bidders must submit List of All Licensed Communication Equipment prior inspection of Technical Inspection and Acceptance Committee (TIAC) for Security Services.</p>	

	<p>D3. Required number of firearms & ammunitions, motor powered vehicles, communications and inspection devices and resources for utilization and deployment:</p> <table><tr><td>A. 1 unit</td><td>licensed 9MM, Pistol</td></tr><tr><td>B. 14 rds.</td><td>ammunitions for 9MM Pistol (7 rounds/magazine)</td></tr><tr><td>C. 2 units</td><td>licensed Handheld Radio (HHR) Sets with Headset</td></tr><tr><td>D. 2 units</td><td>Battery Charger for HHR</td></tr><tr><td>E. 2 units</td><td>Extra Rechargeable Battery for HHR</td></tr><tr><td>F. 1 unit</td><td>Under Vehicle Inspection Mirror (UVIM)</td></tr><tr><td>G. 1 unit</td><td>Handheld Search Light</td></tr><tr><td>H. 1 unit</td><td>Reflectorized Vest. All weather marked with “SECURITY”</td></tr><tr><td>I. 1 pair</td><td>Reflectorized Glove</td></tr></table> <p>The abovementioned requirements must be deployed one (1) week from the start of the Contract. Failure to deploy these requirements shall be subjected to cancellation or termination of the Contract.</p>	A. 1 unit	licensed 9MM, Pistol	B. 14 rds.	ammunitions for 9MM Pistol (7 rounds/magazine)	C. 2 units	licensed Handheld Radio (HHR) Sets with Headset	D. 2 units	Battery Charger for HHR	E. 2 units	Extra Rechargeable Battery for HHR	F. 1 unit	Under Vehicle Inspection Mirror (UVIM)	G. 1 unit	Handheld Search Light	H. 1 unit	Reflectorized Vest. All weather marked with “SECURITY”	I. 1 pair	Reflectorized Glove	
A. 1 unit	licensed 9MM, Pistol																			
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G. 1 unit	Handheld Search Light																			
H. 1 unit	Reflectorized Vest. All weather marked with “SECURITY”																			
I. 1 pair	Reflectorized Glove																			
E. Uniform and other Paraphernalia																				
	<p>1.) Prospective Bidder shall comply with the basic uniform and other paraphernalia of each and every Security Guard on duty:</p> <ul style="list-style-type: none">(a) Prescribed Basic Uniform (R. A. No. 5487) & Paraphernalia;(b) Raincoat;(c) Rain Boots;(d) Medicine/First Aid Kit;(e) Handcuffs;(f) Flashlight;(g) Nightstick/Baton; and(h) Whistle <p>2.) For this purpose, a picture of a model guard in complete uniform and other paraphernalia must be presented/submitted as attachment to (<i>BF-Form 8</i>).</p> <p>3.) Failure to comply shall be ground for disqualification of bid.</p>																			

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) 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). **and**
- ☐ (e) Certified True Copy of the PSA valid and current Regular License to Operate (LTO) as Private Security Agency issued by Philippine National Police, Supervisory Office for Security Investigation Agency (PNP-SOSIA) **and**
- ☐ (f) Certified True Copy of valid and current Certificate of Registration as Contractor issued to the Bidder by the Regional Office of DOLE where it principally operates, pursuant to Department Order No. 174, Series of 2017.

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its on-going 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.
(BF-Form 1) and
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **(BF-Form 2) and**
- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **(BF-Form 3) and**
- ☐ (i) Compliance/Conformity with Bidding Documents as enumerated and specified in Section VI. Schedule of Requirements and Section VII. Technical Specifications. **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS); **(BF-Form 4) 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. **and**

- ☐ (g) Notarized Certificate of Satisfactory Performance from at least Two(2) previous clients for the last Three (3) years. **and**
- ☐ (h) Company Profile and Organizational Structure of Private Security Agencies pursuant to R.A. No. 5487 (The Private Security Agency Law) indicating the names of its Key Agency Officers. ***(BF-Form 5)*** **and**
- ☐ (i) Certificate of Availability of the Required Firearms and Ammunitions to be supplied by the Private Security Agency. *(For firearms not yet available or under purchase agreement, attach Notarized letter of Commitment from Supplier to supply the firearms if awarded the contract)* ***(BF-Form 6)*** **and**
- ☐ (j) Certificate of Availability of the Required Communication Equipment to be supplied by the Private Security Agency. *(For communication equipment not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the communication equipment if awarded the contract.)* ***(BF-Form 7)*** **and**
- ☐ (k) Certificate of Availability of the Required Other Supplies/ Equipment/Paraphernalia to be supplied by the Private Security Agency. ***(BF-Form 8)*** **and**
- ☐ (l) Certificate of Pending or No Pending labor standards violation case/s (valid as of date of submission and opening of bids) issued by DOLE,

Financial Documents

- ☐ (g) 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**
- ☐ (h) 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

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

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

- ☐ (j) *[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.
- ☐ (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form;
(BF-Form 9)**and**
- ☐ (b) Original of duly signed and accomplished Bill of Quantities (BOQ)
(BF-Form 10)

Section IX. Bidding Forms

(BF-Form 1)

**STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

CONTRACT ID: 24GFE0024

CONTRACT NAME: PROVISION OF SIX (6) SECURITY SERVICES
REQUIREMENTS FOR DPWH CAMARINES SUR 2ND
DISTRICT ENGINEERING OFFICE COMPOUND UNDER ONE
(1) YEAR SERVICE AGREEMENT

This is to certify that _____ has the following on-going government and private contracts including contract awarded but not yet started.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name & Address	Kind of Goods	Amount of Contract	Value of Outstanding Contract	Date of Delivery
1. GOVERNMENT							
2. PRIVATE							

INSTRUCTIONS:

- State all on-going contracts including those awarded but not yet started (government and private contracts which may be similar to the project) as of the day before the deadline of submission and opening of bids.
- If there is no on-going contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- The total amount of the on-going and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

Note: The supporting documents stated below shall be presented. Failure to comply shall be grounds for the disqualification of the bidder.

- 1.) Notice of Award
- 2.) Notice to Proceed
- 3.) Contract Agreement

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Designation

Date

(BF-Form 2)

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) OR TWO (2) SIMILAR COMPLETED CONTRACTS

CONTRACT ID: 24GFE0024

CONTRACT NAME: PROVISION OF SIX (6) SECURITY SERVICES
REQUIREMENTS FOR DPWH CAMARINES SUR 2ND
DISTRICT ENGINEERING OFFICE COMPOUND UNDER ONE
(1) YEAR SERVICE AGREEMENT

This is to certify that _____ has the following Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to at least Fifty Percent (50%) of the Approved Budget to the Contract (ABC) or at least two (2) Similar Completed Contracts and the aggregate contract amounts should be equivalent to at least "fifty percent (50%) of the ABC, with the largest of these similar contracts being equivalent to at least "twenty five percent (25%) of the ABC and completed within the last three (3) years:

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name & Address	Kind of Goods	Amount of Completed Contract	Date of Delivery	End-User's Acceptance

INSTRUCTIONS:

- Cut-off date: The day before the submission and opening of bids.
- In the column for "End-user's Acceptance", indicate the date of acceptance or Official Receipt.

Note: The supporting documents stated below shall be presented. Failure to comply shall be grounds for the disqualification of the bidder.

- Contract Agreement
- Certificate of Performance/Acceptance

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Designation

Date

(BF-Form 3)

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]

(BF-Form 4)

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurati]

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

(BF-Form 5)

ELIGIBILITY FORM

CONTRACT ID: 24GFE0024

CONTRACT NAME: PROVISION OF SIX (6) SECURITY SERVICES
REQUIREMENTS FOR DPWH CAMARINES SUR 2ND
DISTRICT ENGINEERING OFFICE COMPOUND UNDER ONE
(1) YEAR SERVICE AGREEMENT

COMPANY PROFILE

COMPANY NAME :

ADDRESSES

HEAD OFFICE :

BRANCH(ES) :

TELEPHONE NUMBER(S)

HEAD OFFICE :

BRANCH(ES) :

FAX NUMBER(S)

HEAD OFFICE :

BRANCH(ES) :

E-MAIL ADDRESS(ES) :

NUMBER OF YEARS IN THE :
SECURITY SERVICES

TOTAL NO. OF AVSEC :
GUARDS CURRENTLY
EMPLOYED

LIST OF OFFICERS :

ORGANIZATIONAL STRUCTURE

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Designation

Date

(BF-Form 6)

**CERTIFICATE OF AVAILABILITY OF REQUIRED FIREARMS AND
AMMUNITIONS**

CONTRACT ID: 24GFE0024

CONTRACT NAME: PROVISION OF SIX (6) SECURITY SERVICES

REQUIREMENTS FOR DPWH CAMARINES SUR 2ND

DISTRICT ENGINEERING OFFICE COMPOUND UNDER ONE

(1) YEAR SERVICE AGREEMENT

This is to certify that the herein listed equipment/paraphernalia, in operational and good condition, will be supplied to Department of Public Works and Highways Camarines Sur 2nd District Engineering Office for the **PROVISION OF SECURITY SERVICES REQUIREMENTS FOR DPWH 2ND DISTRICT COMPOUND UNDER ONE (1) YEAR SERVICE AGREEMENT.**

FIREARM TYPE	QTY	AMMUNITIONS	REMARKS
Licensed 9MM, Pistol			

NOTE: *For firearms not yet available or under purchase agreement, attach notarized Letter of Commitment from Supplier.*

Name of Bidder or Private Security Agency (PSA)

Name & Signature of Authorized Representative

Designation

Date

(BF-Form 7)

**CERTIFICATE OF AVAILABILITY OF REQUIRED COMMUNICATION
EQUIPMENT**

CONTRACT ID: 24GFE0024

CONTRACT NAME: PROVISION OF SIX (6) SECURITY SERVICES
REQUIREMENTS FOR DPWH CAMARINES SUR 2ND
DISTRICT ENGINEERING OFFICE COMPOUND UNDER ONE
(1) YEAR SERVICE AGREEMENT

This is to certify that the herein listed equipment/paraphernalia, in operational and good condition, will be supplied to Department of Public Works and Highways Camarines Sur 2nd District Engineering Office for the **PROVISION OF SECURITY SERVICES REQUIREMENTS FOR DPWH CAMARINES SUR 2ND DISTRICT ENGINEERING OFFICE COMPOUND UNDER ONE (1) YEAR SERVICE AGREEMENT.**

TYPE	QTY	REMARKS
Licensed Handheld Radio (HHR) Sets with Headset		
Battery Charger for HHR		
Extra Rechargeable Battery for HHR		

NOTE: *For communication equipment not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier..*

Name of Bidder or Private Security Agency (PSA)

Name & Signature of Authorized Representative

Designation

Date

(BF-Form 8)

**CERTIFICATE OF AVAILABILITY OF REQUIRED OTHER
SUPPLIES/EQUIPMENT/PARAPHERNALIA**

CONTRACT ID: 24GFE0024

CONTRACT NAME: PROVISION OF SIX (6) SECURITY SERVICES
REQUIREMENTS FOR DPWH CAMARINES SUR 2ND
DISTRICT ENGINEERING OFFICE COMPOUND UNDER ONE
(1) YEAR SERVICE AGREEMENT

This is to certify that the herein listed equipment/paraphernalia, in operational and good condition, will be supplied to Department of Public Works and Highways Camarines Sur 2nd District Engineering Office for the **PROVISION OF SECURITY SERVICES REQUIREMENTS FOR DPWH CAMARINES SUR 2ND DISTRICT ENGINEERING OFFICE COMPOUND UNDER ONE (1) YEAR SERVICE AGREEMENT**

TYPE	QTY	REMARKS
Under Vehicle Inspection Mirror (UVIM)		
Handheld Search Light		
Reflectorized Vest. All weather, marked with "SECURITY"		
Reflectorized Glove		
Heavy Duty Rubber Boots		
Class "A" Uniform (long sleeve with neck tie) & Paraphernalia's		
Rain Coat		
Rain Boots		
Medicine/First Aid Kit		
Handcuffs		
Flashlight		
Nightstick/Baton		

Name of Bidder or Private Security Agency (PSA)

Name & Signature of Authorized Representative

Designation

Date

(BF-Form 9)

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

_____	_____
_____	_____

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

(BF-Form 10)

BILL OF QUANTITIES

CONTRACT ID: 24GFE0024

CONTRACT NAME: PROVISION OF SIX (6) SECURITY SERVICES
REQUIREMENTS FOR DPWH CAMARINES SUR 2ND
DISTRICT ENGINEERING OFFICE COMPOUND UNDER ONE
(1) YEAR SERVICE AGREEMENT
SECURITY SERVICES CONTRACT

I. LABOR COST (Based on DOLE Rate)

DESCRIPTION	
No. of Days worked per week	7 days
No. of Days/ Year	395.00 days
No. of Hours/ Days	8-Hour work/day
Daily Minimum Wage	
A. Amount Directly to Guard	
Average Basic Monthly Pay (DW x 395/12)	
Night Differential Pay (Ave. Pay/Mo. X 10% x 1/3)	
5-days Incentive Pay (DW x 5 days / 12)	
13th Monthly Pay (DW x 365/12)/12	
Uniform Allowance (R.A. 5487)	
Sub-Total	
B. Amount to Government if favor of Guard	
Retirement Benefit (R.A. 7641)	
SSS Premium	
Philhealth Contribution	
EC State Insurance	
Pag-IBIG Fund	
Sub-Total	
C. Total Amount to Guard and Government	
D. Administrative Overhead and Margin	
E. Value Added Tax (VAT) @ 12%	
F. Monthly Contract Rate for 8-Hour Per Guard	
NUMBER OF GUARDS	6
TOTAL LABOR COST PER MONTH	
TOTAL LABOR COST PER YEAR	
TOTAL BID AMOUNT	

Name of Bidder or Private Security Agency (PSA)

Name & Signature of Authorized Representative

Designation

Date

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/manufacturer/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]

