

Republic of the Philippines
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
FIELD OFFICE CARAGA
CAPITOL SITE, BUTUAN CITY

PHILIPPINE BIDDING DOCUMENTS

**PROVISION OF DSWD SECURITY SERVICES
FOR FIELD OFFICE, RRCY, HFG, AND
DISASTER WAREHOUSES FOR C.Y. 2024
(Early Procurement)**

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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

Department of Social Welfare and Development

Field Office Caraga

Butuan City

**INVITATION TO BID FOR
PROVISION OF DSWD SECURITY SERVICES FOR FIELD OFFICE,
RRCY, HFG, AND DISASTER WAREHOUSES FOR C.Y. 2024
(Early Procurement)**

1. The Department of Social Welfare and Development – Field Office Caraga, through the *General Appropriations Act for C.Y. 2023* intends to apply the sum of **Five Million Three Hundred Seventy-Six Thousand Pesos Only (Php5,376,000.00)** being the ABC to payments under the contract for ***PROVISION OF DSWD SECURITY SERVICES FOR FIELD OFFICE, RRCY, HFG, AND DISASTER WAREHOUSES FOR C.Y. 2024 (Early Procurement)*** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Social Welfare and Development – Field Office Caraga now invites bids for the above Procurement Project. **The term of the contract shall be effective for the calendar year 2024 starting February 2024 to September 2024.** Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from Department of Social Welfare and Development – Field Office Caraga and inspect the Bidding Documents at the address given below during office hours 8:00 am to 5:00 pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 27, 2023 to November 15, 2023**, 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 **Ten Thousand Pesos Only (Php10,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees and ***it may be presented in person, by facsimile, or through electronic means.***

6. The Department of Social Welfare and Development – Field Office Caraga will hold a Pre-Bid Conference on November 3, 2023, 2:00 p.m. at Conference Hall, Pahigayon Building, DSWD Field Office Caraga, Capitol Site Compound, Butuan City and/or through video conferencing or webcasting *via Zoom with details stated below*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before November 15, 2023, 1:30 p.m. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on November 15, 2023, 2:00 p.m. at Conference Hall, Pahigayon Building, DSWD Field Office Caraga, Capitol Site Compound, Butuan City and/or via **zoom meeting**. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
10. The Procuring Entity will conduct video conferencing or webcasting via Zoom for pre-bid conference and opening of bids to interested bidders to witness the procurement activities. Link shall be provided prior to the scheduled activities. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
11. The Department of Social Welfare and Development – Field Office Caraga reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Bennette Dave C. Calo
 Head, BAC Secretariat
 DSWD Field Office Caraga
 Capitol Site, Butuan City
 Telephone No. 09176517458
 Email address: **bac.focrg@dswd.gov.ph**

13. You may visit the following websites:

For downloading of Bidding Documents: *caraga.dswd.gov.ph/category/procurements*
or notices.philgeps.gov.ph

JEAN PAUL S. PARAJES
 Chairperson
 Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Social Welfare and Development – Field Office Caraga wishes to receive Bids for the ***PROVISION OF DSWD SECURITY SERVICES FOR FIELD OFFICE, RRCY, HFG, AND DISASTER WAREHOUSES FOR C.Y. 2024 (Early Procurement)***, with identification number 23-10-2312.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for C.Y. 2023 in the amount of **Five Million Three Hundred Seventy-Six Thousand Pesos Only (Php5,376,000.00)**.

2.2. The source of funding is:

a. NGA, *the General Appropriations Act for C.Y. 2023*.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - 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 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:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%)* 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:

a. 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 at Conference Hall, Pahigayon Building, DSWD Field Office Caraga, Capitol Site Compound, Butuan City 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 two (2) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

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

13. Bid and Payment Currencies

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

14. Bid Security

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

15. Sealing and Marking of Bids

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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

The Procuring Entity may request additional two (2) 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 at its physical address as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

20.2. 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

[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.

Section III. Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Security services provider. b. completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP <i>in Philippine Pesos</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than PhP107,520.00 (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP268,800.00 (5%) of ABC if bid security is in Surety Bond.
19.3	Project will be awarded as one contract.
20.2	<p>Certified true copy or photocopy of the following:</p> <ul style="list-style-type: none"> a. The Security Agency must have a current and valid License to Operate issued by Supervisory Office for Security and Investigation Agencies (SOSIA) - Philippine National Police (PNP) b. Taxpayer's Identification Number (TIN), Bureau of Internal Revenue (BIR) Registration Certificate; c. Clearance from Cluster Head Legal and Collection Group SSS or Certificate of compliance issued by Local SSS that it is up-to-date in remitting its contribution, Salary/Calamity Loan amortization and that it has no pending case with SSS Branch Office near its business address issued within the three (3) month period prior to the bid opening date. (Social Security System Office Order No. 2011-055 Authorizing the Cluster Legal Heads to Sign and Issue SSS Clearance); d. Clearance from the Main Office of the Department of Labor and Employment and National Labor Relations Commission, Head Office, that the Agency of the bidder has no decided adverse administrative case(s) for violation of the SSS and minimum wage laws and regulations at the time of filing of eligibility;

	<ul style="list-style-type: none"> e. Certified copy of the Latest Disposition of Clients, Security Personnel and Firearms submitted to SOSIA-PNP; and f. List of Agency-Owned Licensed Firearms. Attach photocopies of proof of ownership; g. Current Monthly Tax Payments – tax paid within six (6) months prior to the submission of bids.
21.2	<i>No further requirements</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>at Field Office Butuan City, Home for Girls Center Brgy. Bon-bon Butuan City, RRCY Patinay Agusan del Sur, Province of Dinagat Island, Tandag City, Tagbina, and Bislig City.</i> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <u>Mr. Vinnes V. Lastimado.</u></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and <ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Transportation –</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>Advance payment is not allowed. Payment shall be made on a monthly basis.</i>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> (a) The inspection shall be conducted by the Procuring Entity or its representative at the final destination of the services. (b) The Procuring Entity may reject any equipment, services or any part thereof that fail to pass any inspection and/or test, or do not conform to the requirements.

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.

Item Number	Description/Area of Duty	Tour of Duty	Quantity	No. of Work Hours	Days of Duty
1	Field Office R. Palma St., Brgy. Dagohoy, Capitol Site, Butuan City	0700H-1500H 1500H-2300H 2300H-0700H	6 (4 male and 2 lady guards)	8 8 8	MON-SUN (including holidays)
2	Home For Girls (HFG) P-4 Brgy. Bonbon, Butuan City	0700H-1500H 1500H-2300H 2300H-0700H	6 lady guards	8 8 8	MON-SUN (including holidays)
3	Regional Rehabilitation Center for Youth (RRCY) Pantin-ay, Agusan del Sur	0700H-1500H 1500H-2300H 2300H-0700H	8 male guards	8 8 8	MON-SUN (including holidays)
4	Warehouse (food) Fort Poyohon, Butuan City	0700H-1500H 1500H-2300H 2300H-0700H	3 male guards	8 8 8	MON-SUN (including holidays)
5	Warehouse (Non-food) Tiniwisan, Butuan City	1500H-2300H 2300H-0700H	2 male guards	8 8 8	MON-SUN (including holidays)
6	Warehouse San Francisco, Agusan del Sur	1500H-2300H 2300H-0700H	2 male guards	8 8	MON-SUN (including holidays)
7	Warehouse Tandag, Surigao del Norte	1500H-2300H 2300H-0700H	3 male guards	8 8	MON-SUN (including holidays)
8	Warehouse Surigao City	1500H-2300H 2300H-0700H	2 male guards	8 8	MON-SUN (including holidays)

 Name of Company/Bidder
 Signature over Printed Name of Representative
 Date

REQUIREMENT FOR SECURITY AGENCY:

- The Security Agency must possess a good track record in security services business for at least Five (5) years.
- Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing.
- Have a current and valid License to Operate issued by Supervisory Office for Security and Investigation Agencies (SOSIA) - Philippine National Police (PNP).
- **GUARDING SYSTEM** - The Security Agency shall provide thirty-two (32) licensed qualified and competent security guards and adopt a daily guarding system from Mondays to Sundays including holidays in the following premises of the DSWD Caraga:

Office/Facilities	Tour of Duty	No. of Work Hours	Location	No. of Guards
Field Office	0700H-1500H 1500H-2300H 2300H-0700H	8 8 8	R. Palma St., Brgy. Dagohoy, Capitol Site, Butuan City	6 (4 male and 2 lady guards)
Home For Girls (HFG)	0700H-1500H 1500H-2300H 2300H-0700H	8 8 8	P-4 Brgy. Bonbon, Butuan City	6 lady guards
Regional Rehabilitation Center for Youth (RRCY)	0700H-1500H 1500H-2300H 2300H-0700H	8 8 8	Pantin-ay, Agusan del Sur	8 male guards
Warehouse (food)	0700H-1500H 1500H-2300H 2300H-0700H	8 8 8	Fort Poyohon, Butuan City	3 male guards
Warehouse (Non-food)	1500H-2300H 2300H-0700H	8 8	Tiniwisan, Butuan City	2 male guards
Warehouse	1500H-2300H 2300H-0700H	8 8	San. Francisco, Agusan del Sur	2 male guards
Warehouse	1500H-2300H 2300H-0700H	8 8	Tandag, Surigao del Norte	3 male guards
Warehouse	1500H-2300H 2300H-0700H	8 8	Surigao City	2 male guards
			TOTAL	32

- **UNIFORM AND EQUIPMENT** - The Security Agency shall all times provide the guards assigned to the DSWD Regional Office, HFG, RRCY and DSWD Warehouses with neat, complete and identical uniform and with serviceable firearms (**Field Office – 1 long and 1 short arm; HFG – 2 short arms; RRCY – 1 long and 2 short arms; Warehouses - 1 short arm**), communication radio (**Field Office – 3 units; HFG – 3 units; RRCY 4 units**), metal detector (**Field Office – 2 units; HFG – 1 unit, RRCY – 1 unit**), ammunitions, night stick/baton, whistle, first aid kit and such other paraphernalia and security aids as may be necessary and called for under the existing rules and regulations.
- **GUARD APPEARANCE AND CONDUCT** - The Security Agency shall ensure each guard is neat, clean, and shall conduct himself/herself in a military manner, avoiding fraternization with anyone and shall adopt at all times the Standards General Orders for interior guard only. Male guards are well shaven and with proper haircut.
- **QUALIFICATIONS OF GUARDS** - The Security Agency hereby agrees that all security guards and or personnel to be assigned to the premises of the DSWD Regional Office, HFG, RRCY and DSWD Warehouses must be high school graduate, duly licensed as a security guard and must have complied with all the requirements and regulations prescribed by laws (R.A. 5487) and decrees as well as executive orders relative to security guards and agencies as well as the rules and regulations prescribed by the CHIEF OF THE PNP and local ordinances if any.

- **SECURITY SURVEY** - In addition to the duties and responsibilities of safeguarding and protecting the DSWD Regional Office, Home For Girls, RRCY buildings and DSWD Warehouses, properties and personnel working threat, the Security Agency shall conduct an advance security survey of the said premises and shall periodically make similar surveys in the future without any additional service charge or fees and recommend to the DSWD measures that would be necessary to safeguarding the DSWD premises, personnel and properties.
- **COMPENSATION** - For and in consideration of the services to be rendered by the Security Agency to the DSWD Regional Office, Home for Girls, RRCY and DSWD Warehouses the latter agrees to pay directly to the Security Agency a monthly service fee at the contract rate in Philippine currency and payable in monthly basis.
- **The computation of agency fee should be in accordance with Section 4(b) of DOLE Department Order No. 150 series Of 2016.**
- **GUIDELINES AND POLICIES-** The DSWD Regional Office shall furnish the Security Agency from time to time copies of guidelines and general policies in addition to the security needs and responsible for the faithful performance and implementation of said guidelines, policies, rules and regulations, including the manner, details or methods of implementing the same.
- **RESPONSIBILITY-**
 1. The Security Agency shall assume full responsibilities and hereby agrees and binds itself to indemnify the DSWD Regional Office for any loss, damage, destruction and injury that may be incurred by the guard on duty occurring within the premises attributable to the negligence, fault, laxity, unlawful act or misconduct of the Security Agency or its security guards or resulting in theft, pilferage, robbery, arson, unlawful and illegal acts of third persons, unless the loss or damage is clearly established to be due to the FORCE MAJEURE or acts of God, Provided further, that such loses, damage or injuries shall be reported in writing to the Security Agency or its guard immediately or within two (2) days from the date of discovery to enable the Security Agency to investigate the matter;
 2. The Security Agency shall implement the Department's existing safety and security measures and other safety and security related policies which may be promulgated from time to time;
 3. The Security Agency (through the SG on duty) shall monitor and log all arriving and leaving DSWD and private vehicles;
 4. Liability for Losses and Damages - The Security Agency shall be responsible for any loss or damage that may be incurred by its security personnel. The DSWD Regional Office may suspend or withhold whatever contract payments may be due the Security Agency should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage shall have been duly paid, restituted or repaired by the Security Agency. Likewise, the DSWD Regional Office has the option to demand payment for the replacement value of the lost properties, or its replacement by another at least substantially in the same condition as the former.
 5. The Security Agency shall make available, at its own expense, such number of relievers, as may be necessary, who are ready to take over the duty schedules of those regularly assigned guards who either report late or are absent for the day at no cost to DSWD Caraga.

OTHER TERMS AND CONDITIONS

1. The Security Agency shall provide at least one (1) relevant training/shooting/seminars to its security personnel within the contract period. The official documentation on the proceeding shall be submitted to DSWD Caraga Regional Director within seven (7) day working days after the conduct of the activity.
2. The Security Agency shall pay on time the salary and other benefits of its security personnel to comply with the labor laws, without waiting for the payment from DSWD Caraga during the

applicable period. Any delay and non-payment of salaries and other benefits to any security personnel by the Security Agency are grounds for the immediate termination of the contract.

3. The Department shall not be held liable for any claims of the Agency's assigned security guards for their salaries and wages, benefits, compensation for death or sickness due to them or for any other claim arising from or in connection with their employment with the Agency except those required by law to be paid by the Department through the Agency.
 4. The Security Agency shall submit to DSWD Caraga weekly status report on the implementation of security and safety protocols issued by DSWD Caraga and other reports may be required.
 5. The DSWD Caraga may increase or decrease the number of assigned regular duty guards by twenty-five percent (25%) whenever necessary during the contract period including provision of additional handheld radio and equipment in case of public demonstration, disaster and/or emergency situations subject to availability of funds.
 6. The DSWD Caraga may re-assign or request replacement of the guards any time during the contract period with or without cause.
 7. The detailed Security Guards are prohibited from receiving gifts from the suppliers and service providers of DSWD, clients and staff.
 8. Extension Clause - Extension of Contract is subject to the provisions of R.A. No. 9184 and its 2016 IRR. The extended term shall automatically terminate upon effectivity of a new contract.
- **WARRANTY**- The Security Agency warrants to comply with its obligations as employer and hereby agrees to hold the DSWD Regional Office free from harm for any liability, cause or causes of action, claim or claims which may be filed by the Security Agency's Security personnel who may be assigned to the DSWD Regional Office, HFG, RRCY and DSWD Warehouses premises by reason of their employment with the Security Agency under this agreement or under the provisions of the labor Code, Philippine Health Insurance Corporation (PHIC) laws or PhilHealth, SSS law, PAG-IBIG, Internal Revenue Code and such other applicable laws, rules, regulations, Presidential Decrees and Executive Orders that are now in effect and which may be promulgated in the future.

Neither the Security Agency nor its guard or other personnel shall be deemed the agents, representatives, employees or servants of the DSWD Regional Office and the Security Agency hereby assumes full and sole responsibility for the payment of compensation, wages, salaries, overtime pays and such other benefits for injuries, ailments or death which may be suffered or sustained by its guard or personnel, in the course of their employment or performance of their security services to the DSWD Regional Office, HFG, RRCY and DSWD Warehouses, pursuant to this Agreement.

- **PERIODIC INSPECTIONS** - The Security Agency shall, at its own time and expense, make periodic and appropriate inspection of the guards assigned in the DSWD Regional Office, HFG, RRCY and Warehouses premises and shall exercise discipline, control, supervision and administration over the security guards/ personnel assigned to the said premises, in accordance with the rules and regulations of the DSWD and the Security Agency Law. The Agency or its officers and representatives shall have the right to inspect the guards of the Security Agency to determine the quality and acceptability of the services rendered by the Security Agency personnel within its premises.

It is expressly understood and agreed that the DSWD Regional Office may, at any time, request for the immediate replacement of any security guards/personnel of the Security Agency assigned in the DSWD premises for any reason whatsoever.

- **TECHNICAL WORKING GROUP** that may be assigned may require the certified true copy of clearances and certification for further evaluation and to ensure its compliance with existing labor laws and standard.

- **WAIVER OF PREFERENCE** – It is understood and expressly agreed by the parties hereto that the obligation created under this agreement shall not enjoy any priority, preference or special privilege whatsoever over any indebtedness or obligation of the DSWD Regional Office accordingly. The Security Agency hereby waives and renounces absolutely and unconditional whatever priorities or preferences he may have under Article 2244, Paragraph 14 of the Civil Code of the Philippines.

Furthermore, the following offenses or violations of rules committed by the **Service provider** or its security guards, without prejudice to penalties that may be imposed by Philippine National Police-Firearms Explosives Security Agencies and Guards Supervision (PNP-FESAGS), shall be subject to penalty charges deductible from the monthly billings.

VIOLATIONS OF SUPPLIER / SERVICE PROVIDER	PENALTY
a) Supplier has issued ammunition short of the requirement or defective “dud” bullets. b) Supplier has not issued any magazine or holders for extra ammunition. c) Supplier has not issued required number of radio equipment or short of the number or items issued are unserviceable. d) Supplier has not issued the required equipment, flashlights & nightsticks for every guard on duty, firearms deposit box or has issued one but unserviceable and/or defective/unusable. e) Posted security guard without his current Private Security License and firearm license. f) Head Superior and/or Shift Supervisor tolerating the violation of Procuring Entity’s rules and regulations by the guard or not reporting such violation to the Procuring Entity. g) Shift duty in excess of eight (8) hours without permission from the Procuring Entity. h) Head Supervisor and/or Shift Supervisor not conducting guard mounting (once a week – every Monday) for the incoming guards.	Deduction from the billing of P20.00 per bullet per day. Deduction from the billing of P50.00 per incident per day. Deduction from the billing of P200.00 per lacking, unserviceable, defective or unusable equipment (per equipment per day). Deduction from the billing of P200.00 per lacking, unserviceable, defective or unusable equipment (per equipment per day). Deduction from the billing of P300.00 per incident and removal of the guard from the Procuring Entity upon Supplier’s receipt of the Procuring Entity’s written notice. Deduction from the billing of P200.00 per incident and removal of the Head Supervisor and/or Shift Supervisor from Procuring Entity upon Supplier receipt of the Procuring Entity’s written notice. Deduction from the billing of P200.00 per incident for first offense and for the second offense removal of the guard from the Procuring Entity upon receipt of the Procuring Entity’s written notice. Deduction from the billing of P200.00 per incident for the first offense and for the second offense, removal of the Head Supervisor and/or Shift Supervisor from Procuring Entity upon receipt of the Procuring Entity’s written notice.

OFFENSES OF SECURITY GUARDS	PENALTY
a) Abandonment of post	Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Supplier’s receipt of the Procuring Entity’s written notice.

<p>b) Posted security guard found drunk; drinking alcoholic beverages or under the influence of intoxicating liquor or found in possession of or under the influence of alcohol or taking prohibited drugs.</p>	<p>Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>
<p>c) Providing confidential information to unauthorized persons.</p>	<p>Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>
<p>d) Security guard firing his firearm indiscriminately not in connection with the performance of his duty.</p>	<p>Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>
<p>e) Posted security guards found allowing others to hold or tinker with his firearm.</p>	<p>Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>
<p>f) Security guard apprehended for scandal, disorderly conduct or being incorrigible or defiant within the premises or installations of the Procuring Entity.</p>	<p>Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>
<p>g) Security guard engaging in mulcting or extortion activities.</p>	<p>Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>
<p>h) Security guard displaying discourtesy or rude manner while in the performance of duty or not rendering appropriate respect and courtesy to any person.</p>	<p>Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>
<p>i) Security guard found sleeping while on duty.</p>	<p>Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>
<p>j) Security guard smoking while on duty inside the DSWD Regional Offices premises.</p>	<p>Deduction from the billing of P200.00 per incident for the first offense and for the second offense, removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>
<p>k) Security guard reading newspaper, comics and other reading materials while on duty (except memoranda).</p>	<p>Deduction from the billing of P200.00 per incident for the first offense and for the second offense, removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>
<p>l) Security guard leaving post while on duty.</p>	<p>Deduction from the billing of P200.00 per incident for the first offense and for the second offense, removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>

<p>m) Security guard reporting late for duty or formation, or absent without due notice.</p>	<p>Deduction from the billing of P200.00 per incident for the first offense and for the second offense, removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>
<p>n) Security guard engaged in prolonged or unnecessary phone/cell phone or actual conversation with visitors/ employees while on duty.</p>	<p>Deduction from the billing of P200.00 per incident for the first offense and for the second offense, removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>
<p>o) Security guard with non-regulation haircut, wearing beard/moustache or in improper uniform, non-wearing of or un-shined buckle, badges or shoes.</p>	<p>Deduction from the billing of P200.00 per incident for the first offense and for the second offense, P300.00 per incident for the third offense removal of the guard from Procuring Entity upon Supplier's receipt of the Procuring Entity's written notice.</p>

Name of Company/Bidder
Signature over Printed Name of Representative
Date

Section VII. Technical Specifications

LOT NO.	TECHNICAL SPECIFICATIONS	STATEMENT OF COMPLIANCE
1	Provision of Security Services, Thirty-Two (32) Security Personnel with Supplies, Materials and Equipment	
	I. QUALIFICATIONS OF THE CONTRACTOR	
	A. Should have at least two (2) years of experience in providing security services to a government agency;	
	B. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing;	
	C. Must be a duly licensed and registered Service Contractor with the Department of Labor and Employment;	
	D. Must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (PAGIBIG) and Philippine Health Insurance Corporation (PHILHEALTH);	
	E. Must be duly registered with the Bureau of Internal Revenue;	
	II. QUALIFICATIONS OF SECURITY PERSONNEL	
	A. Valid license issued by the Philippine National Police (PNP) /Supervisory Office on Security and Investigation Agencies (SOSIA) and PADPAO;	
	B. Physically and mentally fit;	
	C. Must have no derogatory record;	
	D. Must have undergone training in handling firearms with appropriate certificate and/or licenses;	
	III. SCOPE OF SERVICES	
	The scope of services or requirements shall include, but not limited to the following:	
	1. Guarantee that all DSWD-FO CARAGA, RRCY, HFG and DRMD WAREHOUSE employees and clients are safe from harm which may arise from internal/external chaos and public disorder	
	2. Guard against incidence of theft and other misdemeanors which may constitute breach of peace and order inside DSWD-FO CARAGA, RRCY, HFG and DRMD WAREHOUSE.	
	3. Protect entire work area occupied by the DSWD-FO CARAGA, RRCY, HFG and DRMD WAREHOUSE, its employees and clients against unauthorized intrusion, internal or external commotion.	
	IV. SUPPLIES, MATERIALS AND EQUIPMENT	

	The Security Agency shall provide the following:	
	1. Prescribed basic uniform, which includes:	
	a. Night stick or baton	
	b. Whistle	
	c. Flashlight	
	d. First aid kit	
	e. Handcuffs	
	f. Teargas	
	g. Tickler	
	2. Service firearms	
	a. Firearms must be in good condition	
	b. Covered with license by PNP	
	c. With complete load of ammunition	
	d. No “paltik revolvers” should be issued to the security personnel	
	V. NOTES	
	<ul style="list-style-type: none"> Any other term, condition or provision not stipulated in this document will be covered by a separate agreement as proposed and agreed upon by DSWD-FO CARAGA and the contractor. 	

Name of Company/Bidder
Signature over Printed Name of Representative
Date

[Use this form for Framework Agreement:]

Technical Specifications

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

Technical Documents

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

Financial Documents

- (h) 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**
- (i) 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

- (j) 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)

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

25 FINANCIAL COMPONENT ENVELOPE

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

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	Purpose of Commission or gratuity
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(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:

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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

For Goods Offered from Within the Philippines

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

Name: _____

Legal Capacity: _____

Signature: _____

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

