



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
CORDILLERA ADMINISTRATIVE REGION

PHILIPPINE BIDDING DOCUMENTS

Delivery of Three (3)-Year Security Services

for FYs 2022 to 2024

Project ID No. 2021-10-033

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
CORDILLERA ADMINISTRATIVE REGION

INVITATION TO BID
FOR THE
“Delivery of Three (3)-Year Security Services for FYs 2022 to 2024”

1. The Department of Budget and Management – Cordillera Administrative Region (DBM-CAR), through the FY 2022 General Appropriations Act (GAA) and Multi-Year Contract Authority (MYCA) No. MYCA-BMB-C-21-0000057 intends to apply the sum of **Two Million Seven Hundred Fifty-Three Thousand Pesos (PhP2,753,000.00)** being the total ABC to payments under the contract for the **“Delivery of Three (3)-Year Security Services for FYs 2022 to 2024”** (Project ID No. 2021-10-033). For the purpose of early procurement authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184, the proposed budget under the FY 2022 National Expenditure Program shall be used as basis. Further, consistent with the requirement in the same Section 7.6, **no award of contract shall be made until the approval and effectivity of the FY 2022 GAA.** The period for the performance of the obligations under the Contract shall not go beyond the validity of the corresponding appropriations for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Year	ABC per year (in PHP)
2022	789,000.00
2023	982,000.00
2024	982,000.00
Total	2,753,000.00

2. The DBM CAR now invites bids for the above Procurement Project. Delivery of the Goods is required as specified in Section VI (Schedule of Requirements) of the Bidding Documents. Bidders should have completed, within **December 1, 2018 to November 28, 2021**, 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 RIRR of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the DBM CAR Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents at the address given below from **9:00 AM to 4:00 PM** and as posted on the websites of the DBM and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **November 04, 2021** at the given address and upon payment of a fee in the amount of Five Thousand Pesos Only (PhP5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.
6. The DBM CAR will hold a Pre-Bid Conference on **November 16, 2021, 9:00 AM** at the Office address of *DBM CAR* and via video conferencing which shall be open to prospective bidders. The bidders are advised to first log in the BAC waiting room, <https://meet.google.com/okp-anzz-wvt>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the bidders before the start of the Pre Bid Conference.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **November 29, 2021, 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 **November 29, 2021, 10:15 AM** at the given address below and via video conferencing. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, shall likewise join the meeting via videoconferencing.

The bidders are advised to first log in the BAC waiting room, <https://meet.google.com/okp-anzz-wvt>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the bidders before the start of the bid opening.

10. Granting that award is made to a service provider under the terms of this bid documents, the Procuring Entity may engage the services of the service provider for FYs 2023 and 2024 subject to applicable guidelines on renewal of contracts and compliance with the performance criteria set by DBM-ROCAR.
11. The DBM CAR 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 RIRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

ISRAEL B. BAGUILAT

Head, BAC Secretariat

No. 8 General F. Segundo St., Brgy. Burnham-Legarda, Baguio City

Telefax: (074) 443-4702

Email: ibaguilat@dbm.gov.ph

You may visit the following website to download the Bidding Documents:
<https://www.dbm.gov.ph>

November 1, 2021

MARIE CHRISTINE D. ANDAYA

Chairperson, DBM CAR BAC

Section II. Instructions to Bidders

1. **Scope of Bid**

The Procuring Entity, Department of Budget and Management – Cordillera Administrative Region wishes to receive Bids for the “**Delivery of Three (3)-Year Security Services Starting FYs 2022 to 2024**”, with identification number DBM-2022-10-033.

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 FYs 2022 to 2024 in the amount of **Two Million Seven Hundred Fifty-Three Thousand Pesos (PhP2,753,000.00)**.

2.2. The source of funding is the FY 2022 GAA and through MYCA No. MYCA-BMB-C-21-0000057. For the purpose of early procurement authorized under Section 7.6 of the 2016 RIRR of RA No. 9184, the proposed budget under the FY 2022 National Expenditure Program shall be used as the basis.

3. **Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 RIRR, 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 RIRR of RA No. 9184 or other integrity violations in competing for the Project.

5. **Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 RIRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 RIRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that **subcontracting is not allowed**.

8. 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.

9. Documents comprising the Bid: Eligibility and Technical Components

- 9.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 9.2 The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **December 1, 2018 to November 28, 2021**, prior to the deadline for the submission and receipt of bids.

- 9.3 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.

10. Documents comprising the Bid: Financial Component

- 10.1 The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2 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.
- 10.3 Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 10.4 For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 RIRR of RA No. 9184.

11. Bid Prices

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

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

12. Bid and Payment Currencies

- 12.1 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.
- 12.2 Payment of the contract price shall be made in Philippine Pesos.

13. Bid Security

- 13.1 The Bidder shall submit a Bid Securing Declaration 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**.
- 13.2 The Bid and bid security shall be valid until **March 29, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14. Sealing and Marking of Bids

- 14.1 Each Bidder shall submit one copy of the first and second components of its Bid.
- 14.2 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.
- 14.3 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.

15. Deadline for Submission of Bids

- 15.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in Item 8 of the **IB**.

16. Opening and Preliminary Examination of Bids

16.1 The BAC shall open the Bids in public at the time, on the date, and at the place specified in Item 10 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

16.2 The preliminary examination of bids shall be governed by Section 30 of the 2016 RIRR of RA No. 9184.

17. Domestic Preference

17.1. 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 RIRR of RA No. 9184.

18. Detailed Evaluation and Comparison of Bids

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

18.2 If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

18.3 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 RIRR 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.

18.4 The Project shall be awarded as follows as one Project having several items that shall be awarded as one contract.

18.5 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 RIRR 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.

19. Post-Qualification

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

20. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall:</p> <ul style="list-style-type: none"> a. Refer to security manpower services; and b. Have been completed within December 1, 2018 to November 28, 2021 prior to deadline of submission of bids
7.1	Subcontracting is not allowed.
13.1	<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 PhP55,060.00, 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 PhP137,650.00, if bid security is in Surety Bond.
14.1	<p>Bidders shall enclose their eligibility and technical documents described in Section II. Instructions to Bidders (ITB) Clause 10 in one sealed envelope marked "TECHNICAL COMPONENT", and their financial component described in ITB Clause 11 in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID".</p> <p>Further, all envelopes shall:</p> <ul style="list-style-type: none"> a. contain the name of the contract to be bid in capital letters; b. bear the name and address of the Bidder in capital letters; c. be addressed to the Procuring Entity's BAC Chairperson; d. bear the specific identification of the Project indicated in ITB Clause 1; and e. bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with the aforementioned date and time. <p>Please be reminded that pursuant to Section 25.9 of the 2016 RIRR of RA No. 9184, unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The</p>

	BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.
18.3	The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 RIRR of RA No. 9184.
19.1	<p>The bidder with the Lowest Calculated Bid (LCB) shall submit the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: <ol style="list-style-type: none"> a. 2020 Income Tax Return with proof of payment; b. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from September 2020 to September 2021. 2. PhilGEPS Certificate of Registration, if not available during bid submission.
20.1	<p>During Contract Signing the following documents shall be submitted:</p> <ol style="list-style-type: none"> a. Renewed Mayor's Permit or Official Receipt (OR) of renewal application; <p><i>If the OR is submitted, the Renewed Mayor's Permit shall be submitted on or before the first payment.</i></p>

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 RIRR, 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 RIRR 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 2016 RIRR of RA No. 9184.

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery</p> <p>Delivery of the Services 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 Ms. Jeremy G. Dupagan.</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> <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>

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. FY 2022

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<p>(Two (2) regular day shifts per day, including Saturdays, Sundays and Legal Holidays)</p> <p>6:00 am to 2:00 pm</p> <p>2:00 pm to 10:00 pm</p> <p>and</p> <p>(One (1) regular night shift per day, including Saturdays, Sundays and Legal Holidays)</p> <p>10:00 pm to 6:00 am</p> <p>The above three (3) guards will be in DBM-Regional Office CAR at No. 8 General F. Segundo St., Barangay Burnham-Legarda, Baguio City</p>	3	3	January 1, 2022 to December 31, 2022
2	<p>(One (1) regular night shift per day, including Saturdays, Sundays and Legal Holidays)</p>	1	1	January 1, 2022 to December 31, 2022

	10:00 pm to 6:00 am			
	The above guard will be in DBM Secretary's Cottage at Cabinet Hill, Baguio City			

B. FY 2023

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<p>(Two (2) regular day shifts per day, including Saturdays, Sundays and Legal Holidays)</p> <p>6:00 am to 2:00 pm</p> <p>2:00 pm to 10:00 pm</p> <p>and</p> <p>(One (1) regular night shift per day, including Saturdays, Sundays and Legal Holidays)</p> <p>10:00 pm to 6:00 am</p> <p>The above three (3) guards will be in DBM-Regional Office CAR at No. 8 General F. Segundo St., Barangay Burnham-Legarda, Baguio City</p>	3	3	January 1, 2023 to December 31, 2023
2	(One (1) regular day shift per day, including	2	2	January 1, 2023 to December 31, 2023

	<p>Saturdays, Sundays and Legal Holidays)</p> <p>2:00 pm to 10:00 pm</p> <p>and</p> <p>(One (1) regular night shift per day, including Saturdays, Sundays and Legal Holidays)</p> <p>10:00 pm to 6:00 am</p> <p>The above guard will be in DBM Secretary’s Cottage at Cabinet Hill, Baguio City</p>			
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C. FY 2024

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<p>(Two (2) regular day shifts per day, including Saturdays, Sundays and Legal Holidays)</p> <p>6:00 am to 2:00 pm</p> <p>2:00 pm to 10:00 pm</p> <p>and</p> <p>(One (1) regular night shift per day, including Saturdays, Sundays and Legal Holidays)</p>	3	3	January 1, 2024 to December 31, 2024

	<p>10:00 pm to 6:00 am</p> <p>The above three (3) guards will be in DBM-Regional Office CAR at No. 8 General F. Segundo St., Barangay Burnham-Legarda, Baguio City</p>			
2	<p>(One (1) regular day shift per day, including Saturdays, Sundays and Legal Holidays)</p> <p>2:00 pm to 10:00 pm</p> <p>and</p> <p>(One (1) regular night shift per day, including Saturdays, Sundays and Legal Holidays)</p> <p>10:00 pm to 6:00 am</p> <p>The above guard will be in DBM Secretary's Cottage at Cabinet Hill, Baguio City</p>	2	2	January 1, 2024 to December 31, 2024

* The DBM CAR may increase or decrease the number of security personnel as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Contractor.

** The period for the performance of the obligations under the Contract shall not be beyond the validity of the corresponding appropriations for the Project.

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

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	<p>I. RECRUITMENT AND SELECTION CRITERIA</p> <p>Deployment of four (4) qualified, highly trained and armed security personnel (SPs) for the Procuring Entity in accordance with Section VI Schedule of Requirements, with the following minimum requirements:</p> <ul style="list-style-type: none"> a. With experience in Security Services; b. Have undergone and passed the required psychoneuro examination and drug test conducted by the Philippine National Police (PNP)/National Bureau of Investigation (NBI); c. Have current/valid National Certification II (NCII) for Security Services issued and certified by the Technical Education and Skills Development Authority (TESDA); and d. Have undergone first-aid and basic-life support courses certified by the Philippine National Red Cross (PNRC). 	<p>Statement of Compliance</p> <p><i>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification</i></p>
2	<p>II. SECURITY AGENCY QUALIFICATIONS</p>	

	Provide additional security personnel as may be required by the Procuring Entity for special events, activities upon prior notice.	
3	<p>Make available, at all times, relievers/replacements of security personnel to ensure continuous and uninterrupted services in case of absence of the assigned personnel and inform, in writing, the Procuring Entity of such action by the Service Provider at least one (1) day before the scheduled relief/change of security personnel.</p> <p>In cases of failure to provide a reliever for absent personnel and non-rendition of prescribed working hours, except when not required by the PE, corresponding deductions for services not rendered shall be imposed.</p>	
4	Provide, install and maintain two (2) watchman clocks at points designated by the Entity.	
5	Security personnel on duty to perform tasks that may be assigned by the Procuring Entity within the assigned areas of responsibilities and those relevant to the security and safety of the Procuring Entity's employees or clients and properties.	
6	<p>Service Provider shall strictly ensure that security personnel on duty perform the relevant duties and responsibilities within their assigned areas and those relevant to the security and safety of the Procuring Entity's employees and/or clients, and their properties.</p> <p>SECURITY PLAN</p>	

A. Security of Human Resources

A.1 DBM Officials

1. Provide close-in security as may be required.
2. Exercise courtesy and tact at all times.
3. Provide security assistance as may be required/instructed.

A.2 DBM Employees

1. Implement strictly the “No ID, No Entry rule.”
2. Monitor/frisk for deadly weapons, explosives, toxic chemicals, drugs and contraband items/harmful materials upon reasonable grounds for suspicion, cause arrest of visitors.
3. Prevent/detect any form of breach of DBM rules and regulations, including health and safety protocols, and if possible, report or cause the arrest of perpetrators.
4. Implement strictly the “No Entry” to secured/restricted areas without proper authorization/clearance.
5. Exercise courtesy and tact at all times.
6. Assist employees as may be required.
7. Maintain a logbook upon entry/exit of employees and visitors.
8. No entry and stay in the Office after office hours, including Saturdays, Sundays and Legal Holidays, unless authorized.

A.3 DBM Guest/Visitors

1. Implement strictly the “No ID, No Entry rule.”
2. Monitor/Frisk for deadly weapons, explosives, toxic chemicals, drugs and contraband items/harmful materials upon reasonable grounds for suspicion, cause arrest of visitors.
3. Prevent/detect any form of breach of DBM rules and regulations, including health and safety protocols, and, if possible, report or cause the arrest of the perpetrator/s.
4. Prevent entry to secured/restricted areas without proper authorization/clearance.
5. Exercise courtesy and tact at all times.
6. Assist as may be required.
7. Maintain a logbook.
8. Prevent entry after office hours, including Saturdays, Sundays, and Legal Holidays, unless authorized.
9. Prohibit loitering in the premises after visitor’s business is done.
10. Issue visitor’s I.D to all non-DBM personnel, and properly coordinate with the officials/employees concerned on the entry of visitors.

B. Security of Physical Resources

B.1 Vehicle Control

1. Inspect vehicle entering and leaving DBM premises.

2. Maintain a logbook upon the arrival and departure of vehicles of both DBM and non-DBM vehicles.
3. Control flow of traffic and direct drivers to park their vehicles properly.
4. Safeguard and protect vehicles from pilferage of accessories and other attachments.
5. Prohibit overnight parking of non-DBM vehicles, unless authorized.
6. Observe and follow proper traffic signs.

B.2 Facilities and Buildings

1. Post notices at the entrance of the buildings prohibiting entry or carrying of deadly weapons
2. Deny access to restricted areas.
3. Identify and record in the logbook the names of the authorized persons entering the restricted areas.
4. Check that all doors and windows are closed and locked after office hours.
5. Observe that all lights are switched off and all electrically operated office equipment are unplugged when employees are all out.
6. Deny entry to peddlers and vendors, unless authorized.
7. Identify the need for lighting to make necessary recommendations to prevent accidents.
8. Identify fire hazards and make necessary recommendations to prevent accidents.

	<p>9. Regularly check the location and condition of fire extinguishers and recommend safety measures.</p>	
<p>7</p>	<p>Service Provider shall ensure that security personnel on duty must always be in proper service uniform in accordance with Rule VIII of Internal Rules and Regulations of Republic Act No. 5487 (<i>Subject: An Act to Regulate the Organization and Operation of Private Detectives, Watchmen, or Security Guard Agencies</i>) and National Headquarters Philippine National Police – Civil Security Group Memorandum dated April 6, 2017 (<i>Subject: PNP SOCIA Logo Patch on the Security Guard Uniform</i>), and are appropriately armed and/or equipped with the following, as a minimum:</p> <ul style="list-style-type: none"> a. Night Sticks (baton); b. Service Firearms (Licensed) – revolver cal. 38/pistol or any handgun with twelve live ammunitions each; c. Whistles; d. Timepiece/ Watchman Clock (synchronized); e. Basic First Aid Kit; f. Umbrellas; g. Flashlights with batteries; h. VHF portable handheld radios, 200-300 hertz with battery charger; i. Writing Pens; and j. Notebooks and duty checklist (electronic or non-electronic). k. Handcuffs; l. Raincoats; and m. Rain boots 	

8	<p>Work supervision by the Service Provider shall be conducted at least twice a month, (i.e., the one-day supervision shall be conducted at any day from Monday to Friday, and the other supervision day on Saturday or Sunday).</p>	
9	<p>The Procuring Entity shall regularly conduct random spot checks based on an agreed-upon duty checklist to ensure the continued compliance of the Service Provider with the above listed service requirements. This shall be considered by the Procuring Entity in its service performance rating evaluation of the Service Provider.</p>	
10	<p>Performance evaluation shall be done twice a year covering the evaluation periods of months of January to June and months of July to November to provide sufficient time for the BAC to conduct termination and procurement procedures if in case the Service Provider fails to achieve a satisfactory level of performance for the two rating periods.</p> <p>The following set of performance criteria shall be used for evaluation:</p> <ol style="list-style-type: none"> a. Quality of work delivered; b. Time management; c. Management and availability of personnel; d. Contract administration and management; e. Provision of regular progress report; f. Attentiveness to details; and g. Compliance with DBM instructions and policies. 	

	<p>Nevertheless, based on the assessment by DBM RO for CAR, the services of the Service Provider may be terminated for the latter's failure to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the GPPB</p>	
11	<p>Furnish the Procuring Entity with copies of RF-1 (PhilHealth), R-3 (SSS), and HDMF (Pag-ibig Fund) remittance lists appertaining to the remittances of its personnel rendering services for the Procuring Entity for the immediately preceding month. This shall be a condition for the payment of monthly billing for services rendered.</p>	
	<p>Additional Set of Technical Parameters</p> <ul style="list-style-type: none"> a. Stability <ul style="list-style-type: none"> a.1 Years of Experience – at least five (5) years in the security business. a.2 Liquidity of Contractor – at least P5,000,000.00 (current assets less current liabilities, based on the Contractor's Balance Sheet as of December, 2020). a.3 Organizational Set-up – with good and efficient office set-up, personnel, office tools, and equipment. b. Resources <ul style="list-style-type: none"> b.1 Number and Kind of Equipment and Supplies – with minimum number and kind of equipment and supplies as specified under Item 7 hereof. 	

	<p>b.2 Number of Security Guards – at least 40 security guards.</p> <p>b.3 Number of Supervisors – at least 4 supervisors.</p>	
12	Furnish the Procuring Entity a breakdown of Financial Proposal attached to the Bid Form	

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

- (i) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

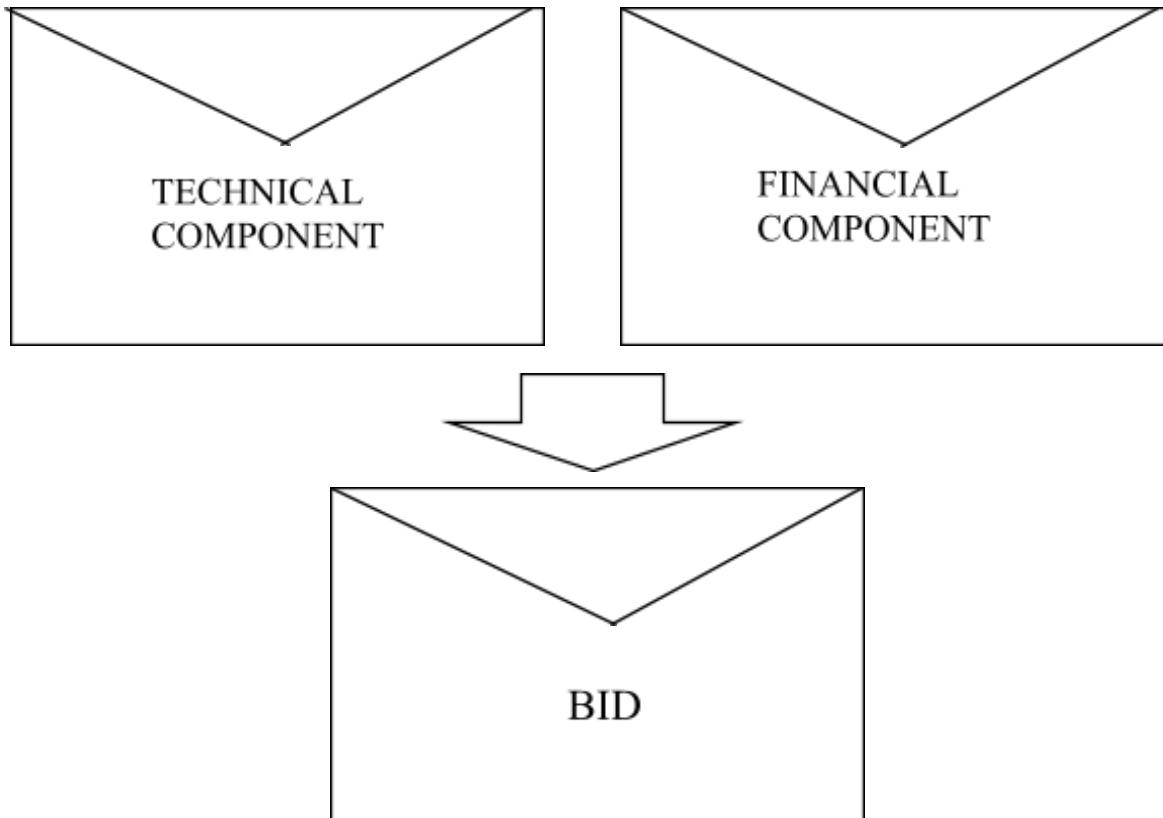
Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form

**MARKING OF ENVELOPES in reference to
Sec. 14.1 of the BDS:**



**DELIVERY OF 3-YEAR SECURITY SERVICES FOR FYS 2022 TO
2024**

PROJECT ID NO. 2021-10-033

NAME OF BIDDER

ADDRESS OF BIDDER

**BAC CHAIRPERSON MARIE CHRISTINE D. ANDAYA
DEPARTMENT OF BUDGET AND MANAGEMENT
CORDILLERA ADMINISTRATIVE REGION**

DO NOT OPEN BEFORE: NOVEMBER 29, 2021 10:15AM

Forms

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 Amount and Purpose of
of agent Currency 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: _____

The prospective bidder shall furnish the Procuring Entity with a breakdown of its Financial Proposal, which includes information such as:

A. DETAILED FINANCIAL PROPOSAL

FY 2022 SECURITY SERVICES

Item No.	Description	Monthly Cost per Security Guard		
		DBM - CAR		DBM Cottage
		w/o NSD	w/ NSD	w/ NSD
	Amount Directly to Security Guard			
1	Average Pay per Month			
2	Night Shift Differential Pay (NSD)			
3	13th Month Pay			
4	5 days Incentive Leave Pay			
5	Uniform Allowance (RA 5487)			
	TOTAL AMOUNT DIRECTLY TO SECURITY GUARD			

	Amount to Government in favor of Security Guard			
6	Retirement Benefit (RA 7461)			
7	Social Security Premium			
8	Philhealth Contribution			
9	State Insurance Fund			
10	Pag-ibig Fund (RA 7742)			
	TOTAL AMOUNT TO GOVERNMENT IN FAVOR OF SECURITY GUARD			
A.	Total Amount to Security Guard and Government			
	No. of Security Guards	2	1	1
	Contract Rate Monthly			
	CONTRACT RATE for 12 Months			
B.	Administrative Overhead and Margin (Agency fee)			
C.	Value Added Tax			
	TOTAL RATE for 12 Months (2022)			

B. DETAILED FINANCIAL PROPOSAL

FY 2023 SECURITY SERVICES

Item No.	Description	Monthly Cost per Security Guard			
		DBM - CAR		DBM COTTAGE	
		w/o NSD	w/ NSD	w/o NSD	w/ NSD
	Amount Directly to Security Guard				
1	Average Pay per Month				
2	Night Shift Differential Pay (NSD)				
3	13th Month Pay				
4	5 days Incentive Leave Pay				
5	Uniform Allowance (RA 5487)				
	TOTAL AMOUNT DIRECTLY TO SECURITY GUARD				
	Amount to Government in favor of Security Guard				
6	Retirement Benefit (RA 7461)				

7	Social Security Premium				
8	Philhealth Contribution				
9	State Insurance Fund				
10	Pag-ibig Fund (RA 7742)				
	TOTAL AMOUNT TO GOVERNMENT IN FAVOR OF SECURITY GUARD				
A.	Total Amount to Security Guard and Government				
	No. of Security Guards	2	1	1	1
	Contract Rate Monthly				
	CONTRACT RATE for 12 Months				
B.	Administrative Overhead and Margin (Agency fee)				
C.	Value Added Tax				
	TOTAL RATE for 12 Months (2023)				

C. DETAILED FINANCIAL PROPOSAL

FY 2024 SECURITY SERVICES

Item No.	Description	Monthly Cost per Security Guard			
		DBM - CAR		DBM COTTAGE	
		w/o NSD	w/ NSD	w/o NSD	w/ NSD
	Amount Directly to Security Guard				
1	Average Pay per Month				
2	Night Shift Differential Pay (NSD)				
3	13th Month Pay				
4	5 days Incentive Leave Pay				
5	Uniform Allowance (RA 5487)				
	TOTAL AMOUNT DIRECTLY TO SECURITY GUARD				
	Amount to Government in favor of Security Guard				
6	Retirement Benefit (RA 7461)				
7	Social Security Premium				

8	Philhealth Contribution				
9	State Insurance Fund				
10	Pag-ibig Fund (RA 7742)				
	TOTAL AMOUNT TO GOVERNMENT IN FAVOR OF SECURITY GUARD				
A.	Total Amount to Security Guard and Government				
	No. of Security Guards	2	1	1	1
	Contract Rate Monthly				
	CONTRACT RATE for 12 Months				
B.	Administrative Overhead and Margin (Agency fee)				
C.	Value Added Tax				
	TOTAL RATE for 12 Months (2024)				
	RECAPITULATION				
	BID FOR FY 2022 (PHP)				
	BID FOR FY 2023 (PHP)				
	BID FOR FY 2024 (PHP)				

	TOTAL BID IN PHP (FYS 2022, 2023 AND 2024)	
	TOTAL BID IN WORDS	

Notes: The above template serves as a guide to the Bidder and shall comply with Labor Standards and the latest wage orders applicable in Baguio City.

The bidder shall fill in the necessary information and round off rates and prices to the nearest two (2) decimal places.

The Value Added Tax (VAT) shall be computed by multiplying the required VAT percentage by the amount of Administrative Overhead and Margin/Agency Fee, subject to existing tax rules and regulations during the implementation of the Contract.

The Financial Proposal submitted by the prospective bidders must consider and provide for wages equivalent to security services performed on regular holidays and special holidays.

The Contract Rate shown under the Contract Agreement Form or Contract shall be **FIXED** and shall only be adjusted based on the latest Wage Orders after the signing of Contract by both parties to the Agreement.

Any increase in wages by reason of an applicable Wage Order shall be included in the billing statement of the Service Provider and payment thereof shall be made by the Procuring Entity without the need for a new, revised, updated, clarified, or amended Contract.

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:

[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];

[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)];

1. [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;**

1. 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;

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

1. *[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;

1. *[Name of Bidder]* complies with existing labor laws and standards; and

1. *[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]*.

1. *[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.

1. 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]

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]

Statement of All On-going Government and Private Contracts, Including Contracts Awarded but not yet Started

Business Name: _____

Business Address: _____

Name of Contract	Date of Contract	Amount of Contract	Amount of all outstanding or uncompleted portions of the ongoing contracts, including amount of awarded contracts yet to be started
<u>Government</u>			
Name of Procuring Entity: _____			
Address of Procuring Entity: _____			
Contact number/s of Procuring Entity: _____			
X-X-X-X-X			
<u>Private</u>			
Name of Procuring Entity: _____			
Address of Procuring Entity: _____			
Contact number/s of Procuring Entity: _____			
X-X-X-X-X			

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

- a) *Name of Contract shall include the following information:*
 - *Name of Procuring Entity;*
 - *Address of Procuring Entity; and*
 - *Contact numbers of Procuring Entity.*

- b) *State ALL 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 from December 1, 2018 to November 28, 2021.*

- c) *Contracts that are similar to the project being bidded in terms of nature and amount shall be prioritized in inclusion in the list.*

- d) *If there is no on-going contract, including contract awarded but not yet started as of the aforementioned period, state none or an equivalent term. This shall not be a basis for disqualification.*

- e) *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.*

Statement Identifying Bidder's Single Largest Completed Contract (SLCC)

Business Name: _____

Business Address: _____

Name of Contract	Date of Start of Contract	Duration of Contract	Amount of Contract
<u>Government</u>			
Name of Procuring Entity: _____			
Address of Procuring Entity: _____			
Contact number/s of Procuring Entity: _____			
OR			
<u>Private</u>			
Name of Procuring Entity: _____			
Address of Procuring Entity: _____			
Contact number/s of Procuring Entity: _____			

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

- a) State bidder's single largest completed contract from December 1, 2018 to November 28, 2021.
- b) Name of Contract shall include the following information:
 - Name of Procuring Entity;
 - Address of Procuring Entity; and
 - Contact numbers of Procuring Entity.

Attach herewith a copy of Purchase Order or Contract and Certificate of Contract Completion from the Procuring Entity or Statement of Acceptance. Certificates of Completion should reflect at least a satisfactory notation, or any statement of at least satisfactory performance by the End User Unit or Procuring Entity.

