

BIDDING DOCUMENTS

PROCUREMENT OF SECURITY SERVICES FOR PS-PHILGEPS OFFICES (MAIN OFFICE) FOR 6 MONTHS

PUBLIC BIDDING NO: 001-2022

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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

INVITATION TO BID
FOR THE
PROCUREMENT OF SECURITY SERVICES FOR PS-PHILGEPS OFFICES (MAIN
OFFICE)FOR 6 MONTHS
PUBLIC BIDDING NO. 001-2022

*FUNDING SOURCE: GOVERNMENT OF THE PHILIPPINES (GOP) THROUGH
2022 APPROVED BUDGET OF THE PROCUREMENT SERVICE (PS)*

1. The **PROCUREMENT SERVICE** invites PhilGEPS registered suppliers to bid for the following items in accordance with the provisions of the Revised IRR of R.A. 9184:

Lot No.	Quantity	Item/Description	Approved Budget for the Contract	Price of Bid Documents	Delivery Period
1	1 lot	Procurement of Security Services for PS-PhilGEPS Offices (Main Office) for 6 Months	₱4,281,673.43	₱1,000.00	Please refer to Section VI. Schedule of Requirements

Bidders should have completed, within *five (5) years* prior to the date of submission and receipt of bids, a contract similar to the Project.

2. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	May 23, 2022
Issuance and Availability of Bid Documents	May 23, 2022
Pre-Bid Conference	May 30, 2022; 10:00 A.M.
Last day of Submission of Written Clarification	June 2, 2022
Last day of Issuance of Bid Bulletin	June 6, 2022
Deadline for Submission	June 13, 2022; 10:00 A.M.
Opening of Bids	Immediately after the Deadline of Submission of Bids

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
4. 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 5183 and subject to Commonwealth Act 138.

5. Interested bidders may obtain further information from the Procurement Service and inspect the Bidding Documents at the address given below during office hours.

A complete set of Bidding Documents may be acquired by interested Bidders from the PS Cashier's Office and upon payment of a nonrefundable fee in amounts pursuant to the Schedule.

It may also be downloaded free of charge from the website of the Procurement Service – DBM (PS-DBM), provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The PROCUREMENT SERVICE will hold a Pre-Bid Conference on **May 30, 2022; 10:00 A.M.** which shall be open to all interested parties. Pursuant to the General Community Quarantine and strict implementation of physical distancing due to the pandemic, the scheduled meeting may be accessed thru this link: meet.google.com/egu-kxnu-eqd for online access via Google Meet.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be conducted on **June 13, 2022; 10:00 A.M.** at the Bidding Room, Conference Room, Procurement Service, Cristobal St., Paco, Manila. Pursuant to the General Community Quarantine and strict implementation of physical distancing due to the pandemic, the scheduled meeting may be accessed thru this link: meet.google.com/qri-atpo-eyk for online access via Google Meet. Bids will be opened in the presence of the Bidders' representatives who choose to attend the opening. **Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall also be rejected.**

8. Bidders shall drop their duly accomplished eligibility requirements, technical and financial proposals in two separate sealed envelopes in the designated bid box located at the 2nd Floor of the Procurement Service.
9. The PROCUREMENT SERVICE reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

*PS-Internal Bids and Awards Committee
Secretariat, Internal BAC
General Services Division
2nd Floor, PS Complex
Procurement Service-PhilGEPS
Cristobal Street, Paco, Manila
internal-bacsec@ps-philgeps.gov.ph*

SIGNATURE REDACTED

MARIA JENNIFER R. JIMENEZ
Chairperson, Internal Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Procurement Service - DBM* wishes to receive Bids for the *Procurement of Security Services for PS-PhilGEPS Offices (Main Office) for 6 Months* under a RA 9184, with Public Bidding No. **001-2022**.

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 Government of the Philippines (GOP) through the source of funding as indicated below for **2022** in the amount of *Four Million Two Hundred Eighty One Thousand Six Hundred Seventy Three Pesos and 43/100 (₱4,281,673.43)*

2.2. The source of funding is:

Procurement Service Funds

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:

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.

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:

Subcontracting is not allowed.

7.2. 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 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 *five (5) 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.
 - i. 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 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**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days from the opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet



Bid Data Sheet

ITB Clause				
5.3	For this purpose, contracts similar to the Project shall be:			
	a. <u>Any contract for the Supply of Security Service.</u> b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.			
7.1	<i>Subcontracting is not allowed.</i>			
12	The price of the Goods shall be quoted <i>DDP PS Complex, RR Road Cristobal St., Paco, Manila</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:			
	Lot No.	Item/Description	Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)
		Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)		
	1	Procurement of Security Services for PS-PhilGEPS Offices (Main Office) for 6 Months	₱85,633.47	₱214,083.67
				Please see Section VIII attached as Annex "H"
15	Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its bid. The duplicates- i.e. copy 1, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1 need not contain photocopies of the same.			
19.3	The NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder:			
	Lot No.	Quantity	Item/Description	Approved Budget for the Contract
	1	1 Lot	Procurement of Security Services for PS-PhilGEPS	₱4,281,673.43



			Offices (Main Office) for 6 Months	
20.2	<p>For purposes of Post-qualification the following document(s) shall be required:</p> <ol style="list-style-type: none"> 1. Income Tax Returns for year 2021 (BIR Form 1701 or 1702). 2. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). For this requirement, covering the past six months. <p><i>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</i></p> <ol style="list-style-type: none"> 3. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion. 4. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), in the event that the PhilGEPS Certificate and the annexes submitted during Opening of Bids are not updated. <p>The following requirements in addition to those in the Terms of Reference should be submitted together with the above items:</p> <ol style="list-style-type: none"> a. Valid License to Operate from the Supervisory Office for Security and Investigation Agency (SOSIA); b. Valid Philippine Association of Detective and Protective Agency Operators (PADPAO) certificate; c. Notarized Copy of the Statement of Disposition of Clients, Security Guards, & Firearms submitted to and proof of receipt by the PNP-SAGSD; d. Latest Clearance from the following agencies: (as of December 2021) <ul style="list-style-type: none"> • Social Security System • State Insurance/ECC • PhilHealth • Pag-Ibig e. Certificate of pending or no pending labor standards violations case/s issued by the National Labor Relations Commissions (NLRC) and DOLE; f. Certificate of Registration pursuant with DOLE Department Order No. 18-A series of 2011 			

	<p>g. Affidavit to provide employee's welfare</p> <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</i></p>
21.1	<i>No further instructions.</i>
21.2	<p>A. List of Communication equipment to be assigned with a copy of valid license/s from NTC.</p> <p>B. List of firearms to be assigned with a copy of valid licenses from PNP-FED.</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 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 or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>The Project Sites are:</p> <p><i>PS Complex, RR Road Cristobal St., Paco, Manila; and</i></p> <p><i>5th Floor Automobile Association of the Philippines Tower 683 Aurora Blvd, New Manila, Quezon City</i></p> <p>Delivery and Documents –</p> <p>Delivery of the Goods/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 <i>Mr. Mark Anthony G. Huertas, OIC-Chief GSD</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p>
	<p>The Contract price for the Goods/Services 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>
2.2	<p>Monthly payments will be made based on actual services rendered and submission of complete documentations.</p>
4	<p><i>No Further Instructions</i></p>

Section VI. Schedule of Requirements

Lot No.	Qty	Item/Description	Delivery period
1	1 lot	Procurement of Security Service for the Procurement Service - Department of Budget and Management and PhilGEPS Office for Six (6) Months	Within Fifteen (15) Calendar days upon receipt of the Notice to Proceed.

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of
Company

Signature Over
Printed Name of
Authorized
Representative

Date

Section VII. Technical Specifications

LOT NO. 1	:	Procurement of Security Service for the Procurement Service - Department of Budget and Management and PhilGEPS Office for Six (6) Months
QUANTITY	:	1 Lot
APPROVED BUDGET PER UNIT	:	₱ 4,281,673.43
APPROVED BUDGET FOR THE CONTRACT	:	₱ 4,281,673.43

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE
Procurement of Security Service for the Procurement Service - Department of Budget and Management and PhilGEPS Office for Six (6) Months	
Manpower Requirement: A. During Working Days: Fifteen (15) Guards of whom at least two (2) Female Guards are required during the 1st Shift scheduled from 06:00 to 18:00 local time and five (5) Guards are required during the 2nd Shift scheduled from 18:00 to 06:00. B. During Weekends and Holidays: Five (5) Guards are required during the 1st Shift scheduled from 06:00 to 18:00 local time and four (4) Guards are required during the 2nd Shift scheduled from 18:00 to 06:00.	
AREA OF DEPLOYMENT 1. Procurement Service Compound at RR Road Cristobal St. Paco, Manila 2. PhilGEPS Office (<i>5th Floor Automobile Association of the Philippines Tower 683 Aurora Blvd, New Manila, Quezon City</i>)	
CONTRACT DURATION 6 months	
Compliant with the attached Terms of Reference	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company

Signature Over
Printed Name of
Authorized
Representative

Date

TERMS OF REFERENCE
PROCUREMENT OF SECURITY SERVICES
For Procurement Service-Department of Budget and Management and PhilGEPS Offices

INTRODUCTION

The Procurement Service-Department of Budget and Management (PS-DBM) is an attached agency of the Department of Budget and Management whose mandate is to operate a government-wide procurement for Common-Use Supplies and Equipment.

Under its FY2022 Budget and Annual Procurement Plan, PS-DBM has allotted a budget for the Procurement of Security Services for the PS-DBM and PhilGEPS offices.

OBJECTIVE

The objective of this project is to achieve the following:

- To ensure the safety of the people and property of PS-DBM.
- Handle security issues in an efficient manner
- Have security personnel who are duly trained in Security and Safety

CONTRACT DURATION

The contract is for the engagement of a service provider for security services for PS-DBM for a period of six (6) months. This period may be extended under the same terms and conditions subject to the conditions set forth under the revised Guidelines on the Extension of Contracts for General Support Services.

GENERAL REQUIREMENTS FOR THE SECURITY AGENCY

1. The Security Agency shall have a branch/ office located within NCR, to ensure prompt response/s from the agency whenever the need arises.
2. The Security Agency must have a valid License to Operate from the Supervisory Office for Security and Investigation Agency (SOSIA).
3. The Security Agency must have a valid Philippine Association of Detective and Protective Agency Operators (PADPAO) certificate.
4. The Security Agency must be registered with the Philippine Government Electronic System (PhilGEPS).
5. Other legal documents as may be required by the end user.

SCOPE OF WORKS

1. Ensure 24-hour man guarding service to protect and secure all PS-DBM assets from theft, pilferage, vandalism, and/or robbery; and to prevent any form of bodily harm against PS-DBM officials and employees, including visitors, in the following premises/offices:
 - Procurement Service compound at the RR Road Cristobal St. Paco, Manila
 - PhilGEPS Office at the 5th Floor Automobile Association of the Philippines Tower 683 Aurora Blvd, New Manila, Quezon City

2. To provide PS-DBM with the required number of security guards who are properly trained, licensed, bonded, uniformed, armed, and with the following qualifications, in addition to those prescribed by the Government authorities concerned:

- a. Filipino citizen;
- b. High school graduate or ex-serviceman;
- c. With a height of at least 162.6 cm (5'4"), the weight of at least 120 lbs;
- d. At least 18 years old but not more than 60 years old (*but not more than 65 years old from the list of the current security personnel of the PS-DBM that will be absorbed by the Security Agency*);
- e. Of good moral character and without any criminal or police record;
- f. Holder of valid security license and processed and screened by Philippine National Police (PNP), National Bureau of Investigation (NBI), and other government offices issuing clearance for employment of the profession;
- g. In possession of such other qualifications required by Republic Act 5487 (**An Act To Regulate the Organization and Operation of Private Detective, Watchmen or Security Guard Agencies**);
- h. Holder of a Neuro-Psychiatric and Drug Test Clearances issued by a clinic duly accredited by the PNP;

3. To comply with the Standard Operating Procedures as established by the PS-DBM;

4. To ensure that the Area of Responsibility (AoR) is always manned during the entire duration of the contract and shall maintain available relievers and/or replacements when the need arises;

5. To submit status/situation reports, as well as render incident/spot reports, as deemed necessary;

6. Conduct monthly inspections to ensure that all services are guaranteed by the security guards of the company;

7. To indemnify PS-DBM for any loss, damage, and expenses to property that may be incurred due to failure of the assigned security guard/s to perform the duties required under herein, provided that it shall be established beyond reasonable doubt that the loss or damage is due to the negligence of the security guards of the Security Agency after it had likewise established with some degree of proof that the property or article allegedly lost was present inside the AoR just before the loss or damage was discovered.

However, the Security Agency shall not assume responsibility where such loss or damage is due to force majeure or fortuitous events or to any of the following conditions:

- a. Where loss or damage occurred inside a closed and/ or locked compartment/ warehouse, office room/ building wherein under normal conditions the guard/s had no access, except where it has been proven that the door or any part of the building has been forcibly opened and that loss is reported to the assigned guard/ Security Agency immediately upon discovery;
- b. Where loss or damage is not included in the inventory list of PS-DBM properties;
- c. Where the property claimed to have been lost or damaged was kept in an open space or storage, and was not duly turned over to the Security Agency or its representatives for physical inventory and proper recording.

8. Advise the PS-DBM on possible security measures to improve security service delivery in the PS-DBM premises; and

9. Provide assistance during scheduled emergency evacuation drills (fire and earthquake).

REQUIRED SHIFTS AND NUMBER OF SECURITY PERSONNEL

1st Shift: 0600H to 1800H

Posts	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Perimeter							
Gate 1 Main	2	2	2	2	2	1	1
Gate 2	2	2	2	2	2	1	1
Gate 3	1	1	1	1	1	0	0
PS Building							
CCTV	1	1	1	1	1	1	1
Info Desk	1	1	1	1	1	0	0
Lobby 1st Floor	1	1	1	1	1	0	0
Lobby 2nd Floor	2	2	2	2	2	0	0
Old Building							
Old Building Main Door	1	1	1	1	1	0	0
Warehouse							
Warehouse	1	1	1	1	1	0	0
Releasing Area	1	1	1	1	1	0	0
OIC							
Officer-in-Charge	1	1	1	1	1	1	1
PhilGEPS Office							
Lobby	1	1	1	1	1	1	1
TOTAL:	15	15	15	15	15	5	5

2nd Shift: 1800H to 0600H

Posts	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Perimeter							
Gate 1 Main	1	1	1	1	1	1	1
Gate 2	1	1	1	1	1	1	1
PS Building							
Shift-in-Charge	1	1	1	1	1	1	1
Warehouse							
Warehouse	1	1	1	1	1	0	0
PhilGEPS Office							
Lobby	1	1	1	1	1	1	1
TOTAL:	5	5	5	5	5	4	4

The service provider may recommend an alternative shifting schedule and number of security personnel based on their assessment of the needs of the office subject to the approval of the General Services Division.

The service provider must ensure that they adhere to the pertinent labor laws, such as, but not limited to PD no. 442 or the Labor Code of the Philippines and the Republic Act no. 6727 or the Wage

Rationalization Act when formulating their shift structure and determining the hours each person is to work per 24-hour period.

MANPOWER REQUIREMENTS:

1. During Working Days:

Fifteen (15) Guards of whom at least two (2) Female Guards are required during the 1st Shifts scheduled from 06:00 to 18:00 local time and five (5) Guards are required during the 2nd Shifts scheduled from 18:00 to 06:00.

During Weekends and Holidays:

Five (5) Guards are required during the 1st Shifts scheduled from 06:00 to 18:00 local time and Four (4) Guards are required during the 2nd Shifts scheduled from 18:00 to 06:00.

**There must be One (1) Senior Guard on Duty during each shift from Monday to Sunday.*

RESPONSIBILITIES OF THE SECURITY AGENCY

1. The discipline, administration, and operations of the security guards shall conform with the Implementing Rules and Regulations of Republic Act No. 5487, otherwise known as the "SECURITY AGENCY LAW", as amended by Presidential Decree No. 11 dated October 3, 1972; the policies of PS-DBM (as PROCURING ENTITY); and other applicable government rules and regulation.

2. The Security Agency shall make timely and immediate remittances of all amounts due to SSS/Philhealth/Pag-ibig or such other related government agencies or private entities where the Security Agency is bound to make remittances for the benefit of all the assigned guards.

3. The security agency shall have the responsibility of ensuring the availability and issuance of the basic equipment to its posted guards. The following shall comprise the Basic/Minimum Equipment of a security guard which shall be made mandatory and ready for his/ her use while performing his/ her duties:

Device/ Equipment	UOM	Quantity
Basic Uniform and equipment		
1. Prescribed Basic Uniform (per guard)	5	sets
2. Whistle	20	pieces
3. Baton	15	units
4. Handcuffs	15	units

5. Time piece	15	units
6. First aid kits	15	units
Firearms and Ammunitions		
1. Shotgun Type Weapon	2	units
2. Shotgun Type Weapon Ammunition	20	rounds
3. 9mm Caliber Weapon	6	units
4. 9mm Caliber Weapon Ammunition	60	rounds
Communications Equipment		
1. Communication Radios with necessary registration	12	units
2. Cellular Phones	2	units
3. Metal Detector	4	units
4. Digital Camera	1	unit
5. Flashlight	5	units
Crowd Control Equipment		
1. Megaphone	2	units
2. Riot Shield	4	units
3. Riot Helmet	4	units
4. Tear Gas Canisters	5	units
5. Traffic Vests and Gloves	8	units

Office Equipment and Supplies		
1. Writing pen	Regular Supply	
2. Log book	Regular Supply	
3. Stapler	Regular Supply	
4. Permanent Marker	Regular Supply	
5. Bond Paper	Regular Supply	
6. Folder	Regular Supply	
7. Clips, Fasteners, and Staples	Regular Supply	
Security Paraphernalia and Supplies		
1. Umbrellas	8	pieces
2. Rain Coats	8	sets
3. Rain Boots	8	pairs
4. Stretchers	2	units

The number of basic equipment included in the list above may be increased or decreased as the need arises upon mutual agreement by the PS-DBM and Security Agency.

The security agency shall ensure that the security guards shall regularly inspect the operability of the basic equipment issued and shall keep themselves acquainted with its use.

4. The security agency shall ensure that the posted guards have undergone the following trainings prior to deployment:

- a. New and re-training course for Security Guards
- b. Supervisory re-training course for Security Officer
- c. Certified Security Practitioner for Security Officer

The security agency shall also ensure that all posted guards shall complete within 3 months from deployment the additional trainings listed below:

- 1. Weapons Handling and Gun Safety

2. First Aid and Basic Life Support (CPR)
3. Basic and Advance Investigation for Officers
4. IED Recognition/Bomb Threat Management
5. Observation, Surveillance and Description
6. Traffic Management and Vehicle Accident
7. Report Writing for Guards
8. Grooming and Hygiene
9. Fire/ Earthquake/ Safety Response
10. Customer Service
11. Loss/ Crime Prevention
12. Radio Operator by the National Telecommunications Commission

5. The security agency shall ensure a 24/7 line connection in the event of emergencies. An Area Commander/Senior Manager Level Personnel shall be assigned to go to the compound within one hour from call and a Sector Security Director within two hours from call if deemed necessary.

6. The Security Agency shall absorb/employ all current and qualified PS-DBM security personnel displaced by the outsourcing of the security services of the office. The names of the affected security personnel shall be submitted to the Security Agency immediately after issuance of the Notice of Award to give ample time to evaluate and process their absorption.

ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT

1. In view of the manpower requirements, the Security Agency shall maintain personnel files, together with their technical qualifications and certificates of training, after the receipt of the Notice of Award. The Security Agency shall also provide the PS-DBM with a copy of the individual personnel profiles of the security guards to be assigned. Should there be a replacement of guards, the individual personnel profiles of the replacing security guard/s, together with their technical qualifications and certificates of training, shall be submitted to the PS-DBM before assumption of work by the said security guard;

2. It is expressly understood and agreed that all employees and staff of the SECURITY AGENCY are not in any way connected with PS-DBM and no employer – employee relationship exist between PS-DBM and the SECURITY AGENCY or the latter's personnel;

3. The number of guards may be increased or decreased as the need arises upon mutual agreement by the PS-DBM and Security Agency. Should PS-DBM require additional security guards, the Security Agency shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of PS-DBM;

4. The Security Agency hereby warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard. Moreover, the Security Agency warrants to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours of duty;

5. The Security Agency shall agree to remove, change, or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and upon notice or advice by PS-DBM;

6. The Security Agency shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the day or night to ensure that they are not committing any act prejudicial to the interest of PS-DBM;

7. PS-DBM shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the Security Agency, including death resulting therefrom;

8. The Security Agency shall be solely liable and answerable for claims, if any, that may be made by the assigned guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws;

9. All benefits that the security guards or their heirs may claim relative to the preceding paragraph, in connection with their employment shall, be borne by the Security Agency;

10. The Security Agency shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws and other issuances and regulations governing employer-employee relationship relating to the operations, management, and conduct of security agencies;

11. The Security Agency shall protect the PS-DBM from any liability arising from non-observance of laws and relevant rules and regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil, or criminal, arising from non-compliance with agreement for other laws, or as a result of this contract;

12. The Security Agency shall be liable to the PS-DBM for any loss or damage that may be incurred upon the latter's equipment, buildings, and properties within the guarded compound;

13. The liability for any loss or damage stated under paragraph 12 is subject to the following exceptions:

- a) Where the loss or damage occurs inside a closed office, building, or compartment into which the Security Agency or its agents have no access, in which case, the Security Agency is not liable, unless the door or window of any of the office building or compartment is forcibly opened, and such was not prevented by reason of the act or omission, fault, or negligence of the guards;
- b) For loss of and/or damage to property delivered, or entrusted by the PS-DBM to its employees, whose equipment or property is outside the administrative control of the Security Agency at the time of said loss or damage, the Security Agency is not liable. In this connection, properties or equipment are considered outside the administrative control of the Security Agency only when the same are brought outside the PS-DBM's premises or compound by the authorized employees themselves;
- c) For loss of and/or damage to property resulting from fortuitous events or force majeure;

14. For any loss or damage stated under paragraph 12 relative to paragraph 13, the Security Agency shall indemnify the PS-DBM for any loss or damage to the property or

properties of the latter provided that it has been fully established that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty;

15. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the Security Agency to the Chief Administrative Officer of the General Services Division (GSD) within twenty-four (24) hours from its occurrence;

16. The loss or damage to property shall be brought to the attention of the Security Agency by the PS-DBM within forty-eight (48) hours from its occurrence or discovery and shall immediately be acted upon by the Security Agency;

17. The Security Agency shall provide the assigned security guards to PS-DBM, at its own expense, with the necessary serviceable and dependable firearms and ammunition; and adequate communications equipment. The Security Agency hereby warrants that these firearms and/or equipment are duly licensed and that the guards have the required permits to carry and possess the same.

18. The training, discipline and administration of the security guards shall conform to R.A. 5487 and its Implementing Rules and Regulations, and the rules and regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP SOSIA);

19. No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of the PS-DBM, whether he/she is on-duty or off-duty. Likewise, smoking by any of the security guard is strictly prohibited within the premises of the guarded compound of the PS-DBM, whether he/she is on-duty or off-duty;

20. The Security Agency shall provide PS-DBM with proof of remittances of all monthly mandatory contributions to the proper government agencies of all the security guards to be submitted together with the agency's monthly billing statement. Failure to provide proof of the same may cause the delay of the processing of the payment to the Security Agency;

21. It is agreed that in order to have an assurance that salaries of security guards assigned by the Security Agency were paid on time, the PS-DBM requires the Security Agency to present a certified photocopy of the signed payroll of the security guards assigned to the PS-DBM covering the preceding half-month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the morale of the security guards in the performance of their functions;

22. The Security Agency shall be entitled to an adjustment of the stipulated Contract price in the event that the minimum wage is increased or such similar situation, subject to renegotiation to be made with the PS-DBM. It shall be understood that the PS-DBM will not be held liable for unpaid wages and/or benefits if the Security Agency fail to pay the security guards;

23. The Security Agency is prohibited, during the existence of its services or anytime thereafter, to disclose to any person or entity any information concerning the affairs of the PS-DBM which the agency may have acquired by reason of its services;



24. PS-DBM shall have the sole option to cancel/terminate the Contract at any time for violation of any of the terms and conditions thereof and/or if, in its judgment, the service that has been rendered by the Security Agency and/or its security guards is substandard and/or unsatisfactory:

In such case, the Security Agency shall be notified in writing at least thirty (30) days prior to the effective date of cancellation/termination. The Security Agency shall maintain a satisfactory level of performance throughout the term of the Contract based on the following performance criteria:

- (i) Quality of service delivered,
- (ii) Time management,
- (iii) Management and suitability of personnel, and
- (iv) Provision of regular progress reports.

However, in cases where the Security Agency causes injury or irreparable damage to the life and property of PS-DBM, its officers, employees and agents, or its continuing presence poses a threat to the life and property to the latter due to the Security Agency's involvement in unlawful and illegal acts, PS-DBM may immediately notify the Security Agency of such fact in writing and the Contract is deemed canceled and/or terminated without waiting for the lapse of thirty (30) days;

25. The Contract may be extended on a month-to month basis for the maximum period of six (6) months, subject to the conditions set forth under the Revised Guidelines on the Extension of Contracts for the General Support Services of Appendix 24 of the 16 Revised IRR of RA 9184. The extension shall be expressly agreed upon in writing by the PS-DBM and Security Agency prior to the expiration of the Contract.

PAYMENT TERMS

Payment shall be made not later than 30 calendar days upon complete submission by the Security Agency of the following requirements:

- 1. DTR of all security guards duly signed by the Supervisor or his/her duly authorized representative acknowledged by the authorized representative of the GSD;
- 2. Proof of previous months' remittances to the SSS, PhilHealth, and Pag-IBIG, together with transmittal sheet stamped received by the foregoing concerned agencies;
- 3. Certified true copy of a duly accomplished previous months payroll sheet, as well as such other relevant documents as may be required by the PS-DBM;
- 4. Invoice or billing or statement of account for the period covered, and;
- 5. Certification by the Chief Administrative Officer of the GSD that the services rendered by the Security Agency are in accordance with the terms and conditions of the contract for the period being claimed.

LIQUIDATED DAMAGES AND LITIGATION EXPENSES

The Security Agency shall be liable for payment of liquidated damages in case of breach of any provisions of the Agreement. The amount of liquidated damages shall be equal to at least one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, PS-DBM shall rescind the Contract, without prejudice to other courses of action and remedies open to it.

In the event that PS-DBM, or any of its officers, employees or agents, is sued due to the Security Agency's failure to comply with any law, rule or regulation pertaining to the employment of labor, or for any damage or injury caused by and to the Security Agency's personnel, the Security Agency shall reimburse PS-DBM for the expenses it shall incur in relation to the suit, including attorney's fees, cost of the suit and other litigation and incidental expenses immediately upon demand by PS-DBM. In the event PS-DBM incurred damages by reason of the negligence or wilful misconduct of the Security Agency or any of its assigned security guards, the Security Agency shall also be liable for such damages.

***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; Submission of Expired Mayor’s Permit is acceptable, provided that it must be accompanied with Proof of Application of Renewal and Official Receipt of Payment.
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.

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

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

II. FINANCIAL COMPONENT ENVELOPE

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

Bid Form

Date: _____
Invitation to Bid No: PB No. 001-2022

To: **PS-DBM Internal BAC Chairperson**
Procurement Service
PS Complex, RR Road
Cristobal St., Paco, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [____], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **PROCUREMENT OF SECURITY SERVICE FOR THE PROCUREMENT SERVICE-DEPARTMENT OF BUDGET AND MANAGEMENT AND PHILGEPS OFFICE (MAIN OFFICE) FOR 6 MONTHS** for PROCUREMENT SERVICE (PS) in conformity with the said Bidding Documents.

Lot No.	Qty/Unit	ITEMS/ DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1 Lot	Procurement of Security Service for the Procurement Service - Department of Budget and Management and PhilGEPS Office for Six (6) Months		

TOTAL PRICE IN WORDS:

Lot 1: _____

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Section VI. Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 as per **ITB** Clause 5 of the Bidding Documents.

I/We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert]*: as the owner and sole proprietor or authorized representative of *[Name of Bidder]*, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the *[Name/Title of the Project.]*
Or;

I/We likewise certify/confirm that the undersigned, *[for partnerships, corporations, cooperatives, or joint ventures, insert]*: is granted full power and authority by the *[Name of Bidder]*, to participate, submit the bid and to sign and execute the ensuing contract on the latter's behalf for *[Name/Title of the Project.]*

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Schedule of Prices for Goods Offered From Abroad

Name of Bidder: _____	PB No. 001-2022	Page ____ of ____
-----------------------	-----------------	-------------------

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



Schedule of Prices For Goods Offered From Within the Philippines

Name of Bidder: _____	PB No. 001-2022	Page ____ of ____
-----------------------	-----------------	-------------------

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance 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)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



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;
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 misappropriation 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;

11. [Name of Bidder] hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: _____
Fax No/s.: _____
E-mail Add/s.: _____
Mobile No.: _____

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorney's No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

Handwritten signature

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE
BID**

This is to certify that _____ (company) has the following completed contracts for the last five (5) years.

[illegible]

Name and Signature of
Authorized Representative

Date _____

- a) Cut-off date as of:
- (i) Up to the day before the deadline of submission of bids.
- b) In the column under "Dates", indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.
- c) "Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: "Supply and Delivery of Security Services"

Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts

This is to certify that _____ (company) _____ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is		
						A) Manufacturer	B) Supplier	C) Distributor

Name and Signature of Authorized Representative

Date

Instructions:

a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:

- i. The day before the deadline of submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing 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. **“Name of Contract”. Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. Example: “Supply and Delivery of Paper Products”**

KL

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this _____ day of _____ 20__ at _____ City, Philippines by and among:

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as "_____";

- and -

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as "_____";

- and -

_____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, _____, hereinafter referred to as "_____";

(Henceforth collectively referred to as the "**Parties**")

WITNESSETH: That

WHEREAS, the Procurement Service (PS) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of _____ for the _____ ;

WHEREAS, the parties have agreed to pool their resources together to form the “_____ Joint Venture”, hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

ARTICLE I ORGANIZATION OF THE JOINT VENTURE

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “_____”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of _____ business _____ at _____ ;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PS-DBM and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS-DBM, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

ARTICLE II PURPOSE

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the DBM-PS Bids and Awards Committee for the supply and delivery of _____ for the _____.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

ARTICLE III SOLIDARY LIABILITY OF THE PARTIES

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

ARTICLE IV CONTRIBUTION AND OTHER ARRANGEMENTS

SECTION 1. Contribution – The Parties shall contribute the amount of _____ (Php) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	_____.00
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, ____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and

termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the _____, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____ (indicate also the Province in the case of Municipality), this _____ day of (month & year) personally appeared the following:

Name

ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

Note:

The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification

Date

Dear Sir:

() Withdraw of Bid Submissions
() Refund of Bid Security
(Attached is a photocopy of the Procurement Service Official Receipt)
() Cancellation of Credit Line Certificate

Thank you.

Authorized Signatory for the Company

Form of Performance Security (Bank Guarantee)

To : Procurement Service
PS Complex, Cristobal St.,
Paco, Manila

WHEREAS, _____ (*Name and Address of Supplier*) (hereinafter called “the Supplier”) has undertaken, in pursuance of Notice of Award No. _____ dated _____ to execute (*Name of Contract and Brief Description*) (hereinafter called “the Contract”);

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [*Amount of Guarantee*] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Final Acceptance [Inspection, & Certification of Acceptance Report(I.C.A.R)].

SIGNATURE AND SEAL OF THE GUARANTOR		
NAME OF BANK		
ADDRESS		
DATE		

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION Invitation to Bid: Public Bidding No. 001-2022

To: **Procurement Service**
PS Complex, RR Road
Cristobal St., Paco, Manila

I/We¹, 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 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 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;
 - (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].

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

*[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]*

[Insert Signatory's Legal Capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC Serial No. of Commission _____ Notary Public for _____ until _____ Roll of Attorney's No. _____ PTR No. _____ [date issued], [place issued] IBP No. _____ [date issued], [place issued]
--

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorney's No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

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At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____ (indicate also the Province in the case of Municipality), this _____ day of (month & year) personally appeared the following:

Name

ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

Note:

The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification

