

PHILIPPINE BIDDING DOCUMENTS

Procurement of

Security Services

(EARLY PROCUREMENT ACTIVITY)

Contract No. RO-PG 2024-002-EPA

Government of the Republic of the Philippines

Sixth Edition
July 2020

Preface

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

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

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

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

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

of the final document, although they contain instructions that the Procuring Entity should strictly follow.

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



INVITATION TO BID

FOR THE EARLY PROCUREMENT OF SECURITY SERVICES CY2024
(CONTRACT NO. RO-PG2024-002-EPA)



1. The *Metropolitan Waterworks and Sewerage System-Regulatory Office (MWSS-RO)*, through the *National Expenditure Program for CY2024* intends to apply the sum of **Two Million Seven Hundred Thousand Pesos Only (PHP2,700,000.00)** being the ABC to payments under the contract for *Early Procurement of Security Services CY2024 (Contract No. RO-PG2024-002-EPA)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The MWSS-RO now invites bids for the above Procurement Project. Delivery of the required Security Services shall be for **a period of one (1) year, from the issuance of the Notice to Proceed up to a period of twelve (12) months. The MWSS-RO shall have the option to renew the contract for another year, subject to a maximum of three (3) years in total.** Bidders should have completed, within the past three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **MWSS-RO** and inspect the Bidding Documents at the address given below during weekdays **8:00am to 3:00pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **29 November 2023** from the given address and websites below *and upon payment of the non-refundable applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (PHP5,000.00) per set.* However, bidders who participated in the first bidding under Contract No. RO-PG2024-002-EPA shall not be required to pay the applicable fee subject to verification of proof of payment.

Payment for the applicable fee is allowed through electronic fund transfer (ETF) or deposit at any Land Bank of the Philippines branch to the MWSS RO Current Account No. 1462-1011-78. Present proof of payment to Ms. Christine Agatha R. Villanueva, Fiscal Examiner, through her e-mail address (christineagatha.villanueva@ro.mwss.gov.ph) on or before the deadline for the

submission of bids on **11:30am (Philippine Standard Time of 20 December 2023)**, subject to verification.

6. The MWSS-RO will hold a Pre-Bid Conference¹ on **1:00pm (Philippine Standard Time of 06 December 2023)** at **MWSS-RO Building H. Ventura cor. Katipunan Avenue Brgy. Pansol, Balara, Quezon City** and/or through video conferencing or webcasting, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **11:30am (Philippine Standard Time) of 20 December 2023**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **1:00pm (Philippine Standard Time) of 20 December 2023** at **MWSS-RO Building H. Ventura cor. Katipunan Avenue, Brgy. Pansol, Balara, Quezon City** and/or via **video conferencing or webcasting**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. In accordance with Appendix 31 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, prospective bidders are informed that this is a Procurement Project undertaken through Early Procurement Activity (EPA), and requests that Prospective Bidders be informed of the implications including, but not limited to, the following:
 - a. rules and procedure of EPA;
 - b. fixed price rule in procurement;
 - c. extension of the bid validity and security;
 - d. validity of the eligibility requirements prior to the award of contract;
 - e. conditions of award; and
 - f. date of earliest delivery.
11. The **MWSS-RO** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

JORIEL M. DAGSA

MWSS-Regulatory Office Bids and Awards Committee

H. Ventura cor., Katipunan Avenue, Brgy Pansol,

Balara, Quezon City

E-mail address: bac@ro.mwss.gov.ph

13. You may visit the following websites:

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

For downloading of Bidding Documents: <https://www.philgeps.gov.ph> and
[ro.mwss.gov.ph](https://www.mwss.gov.ph)

[29 November 2023]

Sgd. JORIEL M. DAGSA
Chairperson MWSS RO BAC

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **MWSS-RO** wishes to receive Bids for the **EARLY PROCUREMENT OF SECURITY SERVICES CY2024** under a Project Agreement, **SECURITY SERVICES AGREEMENT** with identification number **RO-PG2024-002-EPA**.

The Procurement Project (referred to herein as “Project”) is composed of ***one (1) year Security Services with Six (6) Security Guards***, the details of which are described in Section VII (Technical Specifications) and the **Terms of Reference (TOR)** forming an integral part of this Bidding Documents, attached as **ANNEX “A”** hereof.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY2024 in the amount of **Two Million Seven Hundred Thousand Pesos Only (PHP2,700,000.00)**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. 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:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for **one hundred twenty (120) calendar days** from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
 - a. In the case of EPA, PE may request the bidders to extend the validity of their bid securities beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective.

A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by said bidder

15. Sealing and Marking of Bids

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

The MWSS RO would like to request submission of One (1) Scanned Copy of the first and second components of its Bid, stored in a USB flash drive and placed inside the sealed bid. Failure to comply with this 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC

shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one project having 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.

The computation of a bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows: $NFCC = [(Current\ assets\ minus\ current\ liabilities)\ (15)]$ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid. The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR. For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards. (23.5.1.4a)

20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* **Not Applicable**
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Security Services Contract valued not less than 50% of the ABC. b. Completed within the past [3] years prior to the deadline for the submission and receipt of bids.
7.1	<i>No Further Instructions.</i>
12	<i>No Further Instructions.</i>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <u>PhP54,000.00</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>PhP135,000.00</u>, if bid security is in Surety Bond.
19.3	<i>One (1) Lot</i>
20.2	<p>POST-QUALIFICATION 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, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit:</p> <ul style="list-style-type: none"> • 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 as follows: <ol style="list-style-type: none"> 1. The Bidder must submit a certified copy of the license issued by the Philippine National Police (PNP) - Supervisory Office for Security and Investigation Agency (SOSIA); 2. Certificate of membership with the PADPAO; 3. Certified copy of a valid firearms license issued by the PNP for the three (3) sets of firearms to be assigned at the MWSS RO; 4. Certified copy of a valid license issued by NTC for the handheld Radios.

21.2	<p>List of additional contract documents relevant to the Project required to be submitted by the winning Bidder within ten (10) calendar days after receipt of the Notice of Award.</p> <ol style="list-style-type: none"> 1. Certificate of satisfactory performance of the Bidder's Security Services Contract from at least three (3) clients other than the procuring entity within the past three (3) years 2. Affidavit of compliance with the Labor Code of the Philippines and/or that the Bidder has never been adjudged liable in any labor case by the National Labor Relations Commission (NLRC); 3. Submit a pool of at least ten (10) qualified prospective security guards, composed of eight (8) male and two (2) female, where the MWSS RO shall select the needed number of security guards to be deployed as per the contract with the following proof of qualifications: <ol style="list-style-type: none"> 3.1 Duly signed commitment letter that he/she agrees to be deployed at the MWSS RO effective upon receipt of the Notice to Proceed (NTP), if the contract is awarded; 3.2 Proof of valid Security Guard License; 3.3 Proof of at least two (2) Years work-related experience or a Certificate of at least sixteen (16) hours relevant training hours; 3.4 Proof of sixteen (16) hours relevant training. 3.5 Scholastic record of at least High School graduate; 3.6 Medical certificate of "Fit to Work"; 3.7 NBI and Police Clearances; 3.8 Examination Result of psychological and neurological examination and 3.9 Drug test result conducted by a reputable PNP/National Bureau of Investigation (NBI) accredited testing agency. 4. Duly signed commitment letter to provide the required paraphernalia/equipment listed in 6.1 to 6.5 to be assigned at the MWSS RO in good working condition, if the contract is awarded; <ol style="list-style-type: none"> 4.1 Three (3) sets of firearms with valid license; 4.2 Two (2) units of Metal Detectors; 4.3 Three (3) units Handheld Radio; 4.4 One (1) unit of Vehicle Inspection Mirror; and 4.5 Six (6) sets of heavy duty raincoats, umbrellas and rubber boots. 5. Duly signed commitment letter to comply with the supply of the standard uniform and paraphernalia per Security Guard, if the contract is awarded: <ol style="list-style-type: none"> 5.1 Two (2) sets of uniform white polo with Agency Logo, PADPAO and SOSIA, name cloth patches and two (2) navy blue slacks; 5.2 Pershing Cap with cap device 5.3 Landyard and Whistle 5.4 Security agency ID with lace; 5.5 Security Badge;
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	<p>5.6 Flash Light with batteries;</p> <p>5.7 Ammo and Firearms Holder;</p> <p>5.8 First Aid Kit;</p> <p>5.9 Expandable steel night stick</p> <p>5.10 Belt with standard security guard buckle; and</p> <p>5.11 Black leather shoes.</p> <ul style="list-style-type: none"> • Certificate of compliance with Paragraph 8, Section VIII of the Terms of Reference, stating “security Guards to be deployed should not be related to anyone of the officers and employees of the MWSS RO by consanguinity or affinity up to the third civil degree.”
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery of the Services</p> <p>Delivery of the services shall be made by the Contractor in accordance with the provisions of the TOR, as follows:</p> <ol style="list-style-type: none"> 1) Section IV. SCOPE OF SECURITY SERVICES; 2) Section V. SCHEDULE OF REQUIREMENTS; 3) Section VI. ADDITIONAL TECHNICAL REQUIREMENTS; and 4) Section VIII. ADDITIONAL SPECIAL CONDITIONS OF THE CONTRACT. <p>The Contractor shall indemnify and hold harmless the MWSS RO and its officers and employees against any loss, liability, claim, damage, and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing, or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the Contractor to comply with any covenant or agreement made by the Contractor in the Contract or in any other document furnished by the Contractor to the MWSS RO in connection with the Contract.</p> <p>The Project Site, as defined in Section IV (SCOPE OF SECURITY SERVICES) of the TOR, is at the:</p> <p><i>MWSS RO Building H. Ventura St. Corner Katipunan Ave., Balara, Quezon City</i></p> <p>Incidental Services</p> <p>STANDARD LEVEL OF SERVICE:</p> <p>The winning bidder shall maintain a Standard Level of Service (SLS) throughout the term of the Contract based on the performance criteria, which shall include, among others:</p> <ol style="list-style-type: none"> 1) Compliance and submission of monitoring and accomplishment reports as listed in Section IV of the TOR; and 2) Compliance with Section VI of the TOR. <p>The contract shall be valid for a period of one (1) year, which may be renewed for another year at the option of the MWSS RO, up to a maximum duration of three (3) years. The MWSS</p>

	<p>RO may also pre-terminate the contract at its discretion based on its assessment of the Contractor's performance before the end of each contract year.</p> <p>a. The SLS shall be monitored through the required reports listed in Section IV of the TOR, in accordance with the standard format provided by the MWSS RO. The security guards shall prepare the aforementioned reports subject to MWSS RO's validation, inspection, acceptance, and approval.</p>
	<p>The Procuring Entity's address for Notices is:</p> <p>RAMON A. JAVIER Department Manager Administration Department Administration and Legal Affairs MWSS Regulatory Office H. Ventura cor. Katipunan Avenue Brgy. Pansol, Balara Quezon City</p> <p>The Supplier's address for Notices is:</p> <p><i>[Insert address including, name of contact, fax and telephone number]</i></p>
2.2	<p>"The terms of payment shall be on a monthly basis upon the Supplier's written request for payment to the Procuring Entity, accompanied the accomplishment reports prescribed in Section IV of the TOR, and upon fulfillment of other obligations stipulated in this Contract. Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after the submission of the above requirements.</p>
4	No Further Instructions

Section VI. Schedule of Requirements

Schedule 1: From the issuance of Notice to Proceed up to the period of twelve (12) months;

Requirement: Six (6) guards for posting at the MWSS RO building.

AREAS OF RESPONSIBILITY	NO. OF SECURITY GUARDS	REQUIRED SECURITY COVER
a. Primary Station–Ground Floor Lobby-Entrance Post. To secure and protect the Office premises, personnel, visitors, properties, entrance and exit doors in the Building;	Three (3) guards on rotation @ eight (8) hours duty. Extended duty hours of more than 12hrs is not allowed.	Twenty-Four (24) hrs., seven (7) days a week, (6am-2pm, 2pm-10pm, 10pm-6am); including holidays;
b. Roving Post – to cover main entrance & exit gate of vehicles, auxiliary building, parking area, surrounding grounds and its perimeter fence;	One (1) guard roving post @ twelve (12) hrs. duty;	Twelve (12) hrs. 7 days a week, (6:00PM to 6:00AM),
c. Entrance Gate Post (Ventura St.) – to cover the Pedestrian Gate for the entrance and exit of Employees and Visitors.	One (1) Guard fixed post @ 12 hrs duty.	Twelve (12) hrs. 5 days a week, Mon to Friday, (6.00AM to 6:00PM), excluding non-working holidays

d. Exit Gate Post (Katipunan Avenue.) – to cover the Exit Gate for the entrance and exit of Employees and Visitors.	One (1) guard fixed post @ twelve (12) hrs. duty.	Twelve (12) hrs. 5 days a week, Mon. to Friday, (6:00AM to 6:00PM), excluding non-working holidays.
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I/We hereby verify to comply with all the above requirements.

_____ Name of Company/Bidder	_____ Signature over Printed Name of Authorized Representative	_____ Date
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Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

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

4	Additional Special Conditions of the Contract (see attached Annex “A” [Detailed Specifications], Item VIII)	
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I/We hereby verify to comply with all the above requirements.

Name of
Company/Bidder

Signature over
Printed Name of
Authorized
Representative

Date

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (b) 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**
- ☐ (c) 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**
- ☐ **(d)** 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**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ **(f)** 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

- ☐ (g) 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

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**

- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Annex “A”

TERMS OF REFERENCE

(TOR)

TERMS OF REFERENCE
FOR THE PROCUREMENT OF SECURITY SERVICES

II. OBJECTIVE

The MWSS Regulatory Office (MWSS RO) is obliged to engage the services of a Security Services Provider (SSP) for the continual deployment of duly licensed and trained security guards upon expiration of the existing Security Services contract on January 2024.

Prospective bidders who may participate in the competitive public bidding for the procurement of the Security Services are advised to be guided in accordance with R.A. 9184, otherwise known as the “Government Procurement Reform Act” and its 2016 Revised Implementing Rules and Regulations updated as of 03 July 2023.

III. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is *Two Million Seven Hundred Thousand Pesos (Php2,700,000.00)* for one (1) year, sufficient to comply with the current minimum wage rates in accordance with the Labor Code of the Philippines for compensation of security guards to be deployed at the MWSS RO, plus provision for cost components, agency fee and taxes.

Should the contract be renewed in the succeeding year, the amount of ABC must be equivalent to the cost of the first year contract on the basis of the awarded monthly contract rate per security guard. Any contract rate adjustment shall be limited to increases in the daily wage pursuant to law or new wage order issued after the date of bidding, statutory contributions (SSS, Pag-ibig, Philhealth), and increase in taxes. If during the term of the contract, the MWSS RO sees the need for an increase in the number of security guards, the increment amount shall not exceed 15% of the ABC of the prior year.

IV. TERM OF THE CONTRACT

The proposed contract for security services shall be for a period of one (1) year, expected to commence on **February 01, 2024 up to January 31, 2025** or for a twelve (12) month period. The MWSS RO shall have the option to renew the contract every year but not to exceed the maximum allowable term of three (3) years.

V. SCOPE OF SERVICES

The security services shall cover the MWSS RO Building, its auxiliary building, work stations, gates, perimeter fence, surrounding grounds, parking area, service vehicles, all equipment, machinery, tools, etc., and all MWSS RO talents, service providers and visitors transacting business with the MWSS RO.

The Scope of Services shall include, but not limited to the following:

a. Building Lobby Primary Post:

- Provide twenty-four (24) hours, seven (7) days a week security cover, with three (3) guards at eight (8) hours duty per shift;
- Serves as the Security Team Leader/Officer on duty;
- Strictly maintain an official Log Book of arrival and departure time of all MWSS RO Talents, Janitors, suppliers, visitors, including Security Guards and all other persons who entered the MWSS RO Building premises;
- Strictly maintain an official Log Book of all equipment/properties moved-out from and returned to the MWSS RO premises;
- Greet, assist, establish identity of all visitors, inspect belongings and deliveries upon entering MWSS RO Building premises;
- Conduct routine patrol or inspection of the building premises;
- Secure all doors and windows of MWSS RO building, inspect all electrical connections and ensure lights are turned off after office hours;
- Maintain an active radio communication with the security posts on duty at the Entrance Gate, Exit Gate and Roving Post to ensure security cover at all times and to monitor all movements of persons and vehicles entering or departing to and from MWSS RO premises;
- Perform other security measures necessary as instructed by the Chief Regulator or its duly authorized Officials to protect the MWSS RO Talents, service providers, visitors and its properties; and
- Submit the following:
 1. Semi-monthly consolidated Vehicle Log Sheet Report due every 16th and 1st of the month to the Administration Department;
 2. Semi-monthly Talent Log Sheet Report due every 16th and 1st of the month to the Administration Department;
 3. Semi-monthly Summary Time Record (STR) of all Security Guards attendance;
 4. Monthly Accomplishment Report as an attachment to the monthly billing due within fifteen (15) calendar days after the end of each month;
 5. Monthly Inventory Report of security equipment, tools/supplies including condition and replacements, if any;
 6. Monthly Status Report of all MWSS RO properties moved-out but not yet returned, if any;
 7. Submit Investigation Report within 24 hours to the Management of all incidents occurred inside the MWSS RO premises that may have compromised the safety and security of the Talents and properties of the MWSS RO; and

8. Other Reports as maybe required to document other security services not covered by the above enumerated reports.

b. Perimeter and Roving Post:

- Provide twelve (12) hours, seven (7) days a week security cover, with one (1) guard, night shift duty from 6:00PM to 6:00AM;
- Strictly maintain an official Log Book of all MWSS RO Talents, Janitors, Security Guards, other persons and vehicles who entered and depart from the MWSS RO premises;
- Maintain a record all MWSS RO service vehicles including privately owned that were parked overnight inside the MWSS RO parking area;
- Conduct routine patrol or inspection of the perimeter area and report unusual activities or threat to security to the Primary Post;
- Perform other security measures deemed necessary to protect the MWSS RO Talents and its properties;

c. Entrance Post (*Ventura St.*):

- Provide twelve (12) hours, seven (7) days a week security cover, with one (1) guard, day shift duty from 6:00AM to 6:00PM;
- Strictly maintain an official Log Book and/or Vehicle Log Sheet of all incoming MWSS RO Service vehicles indicating time of arrival, odometer reading, name of driver, number of passengers and other important information;
- Strictly maintain an official Log Book all incoming privately owned vehicles indicating Plate Number, time, name of driver, number of passengers, purpose and other important information;
- Conduct physical inspection of all incoming vehicles;
- Greet, assist, direct and communicate to the Primary Post of all walk-in visitors entering MWSS RO premises;
- Submit weekly Vehicle Log Sheet Report to the Primary Post of all MWSS RO service vehicles;
- Perform other security measures deemed necessary to protect the MWSS RO Talents and its properties;

d. Exit Post (*Katipunan Ave.*):

- Provide twelve (12) hours, seven (7) days a week security cover, with one (1) guard, day shift duty from 6:00AM to 6:00PM;
- Strictly maintain an official Log Book and/or Vehicle Log Sheet of all departing MWSS RO Service Vehicles with or without duly approved Trip Ticket, time, odometer reading, name of driver, number of passengers and other important information;
- Strictly maintain an official Log Book of all departing privately owned vehicles indicating Plate Number, time, name of driver, number of passengers and other important information;

- Submit weekly Vehicle Log Sheet Report to the Primary Post of all MWSS RO service Vehicles;
- Perform other security measures deemed necessary to protect the MWSS RO Talents and its properties;

VI. SCHEDULE OF REQUIREMENTS

No .	Security Post	No. of Guards	Days	Hours	Time
1	Building Lobby Primary Post	3	Daily	24	6:00 AM to 6:00 AM
2	Perimeter and Roving Post	1	Daily	12	6:00 PM to 6:00 AM
3	Entry Gate (Ventura St.)	1	Working days	12	6:00 AM to 6:00 PM
4	Exit Gate (Katipunan Ave.)	1	Working days	12	6:00 AM to 6:00 PM
	Total	6		60	

VII. ADDITIONAL TECHNICAL REQUIREMENTS

The following Additional Technical Requirements shall be added in evaluating the Technical Proposal of the bidder. Compliance of the bidder with the said additional technical requirements shall be determined using a “pass or fail” criteria provided, however, that the BAC may require further presentation of original documents or materials to support the bidder’s compliance with the given set of parameters during the post qualification:

1. The Bidder must submit a certified copy of the license issued by the Philippine National Police (PNP) - Supervisory Office for Security and Investigation Agency (SOSIA);
2. Certificate of membership with the PADPAO;
3. Certificate of satisfactory performance of the Bidder’s Security Services Contract from at least three (3) clients other than the procuring entity within the past three (3) years;
4. Affidavit of compliance with the Labor Code of the Philippines and/or that the Bidder has never been adjudged liable in any labor case by the National Labor Relations Commission (NLRC);
5. Submit a pool of at least ten (10) qualified prospective security guards, composed of eight (8) male and two (2) female, where the MWSS RO shall

select the needed number of security guards to be deployed as per the contract with the following proof of qualifications:

- 5.1 Duly signed commitment letter that he/she agrees to be deployed at the MWSS RO effective upon receipt of the Notice to Proceed (NTP), if the contract is awarded;
 - 5.2 Proof of valid Security Guard License;
 - 5.3 Proof of at least two (2) Years related work experience;
 - 5.4 Proof of sixteen (16) hours relevant training;
 - 5.5 Scholastic record of at least 2nd year college;
 - 5.6 Medical certificate of "Fit to Work";
 - 5.7 NBI and Police Clearances;
 - 5.8 Examination Result of psychological and neurological examination; and
 - 5.9 Drug test result conducted by a PNP/National Bureau of Investigation (NBI) accredited testing agency.
6. Duly signed commitment letter to provide the required paraphernalia/equipment listed below to be assigned at the MWSS RO in good working condition, if the contract is awarded;
- 6.1 Three (3) sets of firearms with valid license;
 - 6.2 Two (2) units of Metal Detectors;
 - 6.3 Three (3) units of Handheld Radio;
 - 6.4 One (1) unit of Vehicle Inspection Mirror; and
 - 6.5 Six (6) sets of heavy duty rain coats, umbrellas and Rubber boots.
7. Duly signed commitment letter to comply with the supply of the standard uniform and paraphernalia per Security Guard, if the contract is awarded;
- 7.1 Two (2) sets of uniform white polo with Agency Logo, PADPAO and SOSIA, name cloth patches and two (2) navy blue slacks;
 - 7.2 Pershing Cap with cap device;
 - 7.3 Landyard and Whistle;
 - 7.4 Security agency ID with lace;
 - 7.5 Security Badge;
 - 7.6 Flash Light with batteries;
 - 7.7 Ammo and Firearms Holder;
 - 7.8 First Aid Kit;
 - 7.9 Expandable steel night stick;
 - 7.10 Belt with standard security guard buckle; and
 - 7.11 Black Leather Shoes.

VIII. FINANCIAL COST COMPONENT FOR THE BID OFFER

The Financial Proposal shall contain specific breakdown of all costs pertaining to the compensation of security guards to be deployed and the cost of providing the

necessary security equipment, tools, materials, administrative, related taxes and margin/agency fee for the execution of the contract.

- a. The equivalent number of days per year as presented below shall be used in the computation of costs necessary to execute the contract:

The MWSS RO considered the following computation of the equivalent number of days per year to ensure that the Bidder shall pay the security guards during holidays and special days as provided in the HANDBOOK ON WORKERS' STATUTORY MONETARY BENEFITS under Department Advisory No. 01, Series of 2015, issued by the Department of Labor and Employment – Bureau of Workers' Compensation and Labor Advisory No. 13 s.2019 and Wage Order No. NCR-24 s.2023.

COMPUTATION OF ESTIMATED EQUIVALENT NO. OF DAYS PER YEAR (Wage Order No. NCR-24 s.2023)	Daily (24/7)	Working Days (12 days/week)
ORDINARY WORKING DAYS	295	243
Rest Days (52 x 130%)	67.6	0
REGULAR HOLIDAYS (considered paid 12 days) + (actually worked equivalent 12 x 100% or 12 days)	24	12
SPECIAL NON-WORKING DAYS (Additional pay for actually worked equivalent to (6 x 130%))	7.8	6.0
TOTAL EQUIVALENT NO. OF DAYS/YEAR	394.4	261.0

- b. Breakdown of Cost Component shall be presented in the prescribed format as follows:

Particulars	24/7 8hrs duty (6AM-2PM; 2PM-10PM; 10PM-6AM)	12/7 12hrs duty (6:00PM to 6:00AM)	12/5 12hrs duty (6:00AM to 6:00PM)
Number of days worked per week	7	7	5
Number of Hours duty per day	8	12	12
Equivalent days per Year	394.4	394.4	261.0
COMPUTATIONS:			
New Daily Wage (DW) (Wage Order No. NCR-24 s.2023)	610.00	610.00	610.00
Ave. pay per Mo. (DW x No. of days per yr./12)			
Night Differential Pay for 10PM-6AM duty (Ave. pay/mo. x 10% x 1/3)			
13th Month Pay (DWx365/12/12)			
5 days Incentive Pay (DWx5/12)			

Particulars		24/7 8hrs duty (6AM-2PM; 2PM-10PM; 10PM-6AM)	12/7 12hrs duty (6:00PM to 6:00AM)	12/5 12hrs duty (6:00AM to 6:00PM)
	Uniform Allowance (RA5487)			
	Overtime Pay – (4hrs/ day for the 12hrs duty)			
A	TOTAL AMOUNT TO BE GIVEN DIRECTLY TO SECURITY GUARD			
	SSS Retirement Benefit (RA7641)			
	SSS Premium (based on the table)			
	SSS State Insurance Fund			
	Philhealth Contribution (based on the table)			
	Pag-Ibig Fund Contribution (based on the table)			
B.	TOTAL AMOUNT TO BE REMITTED TO GOV'T IN FAVOR OF SECURITY GUARD			
C	TOTAL AMOUNT TO SECURITY GUARD AND GOV'T. PER MONTH (a+b=c)			
D	Provision for Agency Fee (Administrative overhead + margin, including cost of equipment, tools, supplies and materials)			
E.	12% VAT (Agency Fee x 12% VAT-RMC-039-2007)			
F.	FINANCIAL BID PER GUARD PER MONTH (c+d=f)			
G	Number of Guards	3	1	2
H	TOTAL BID PER MONTH/Post (fxg=h)			
I.	TOTAL FINANCIAL BID	PhP		

IX. ADDITIONAL SPECIAL CONDITIONS OF THE CONTRACT

1. Be accountable and responsible for all losses, injuries or damages to life and/or property of MWSS RO under its protection 24 hours daily, which loss, injury or damage is attributable to the fault or negligence of the security guards and other security personnel. In cases where the loss, injury or

damage was due to a fortuitous event or force majeure, or due to the fault or negligence of the MWSS RO or its agents, the Bidder shall not be held responsible;

1.1 Robbery as defined by the Revised Penal Code shall not be considered a fortuitous event or an event of force majeure mentioned in the preceding paragraph;

1.2 For this purpose, the MWSS RO shall create an Investigative Board composed of two (2) officials from MWSS RO, represented by the DM for Legal and DM for Administration, and one (1) from the SSP, whose decision shall be final unless otherwise reversed by the Chief Regulator. Immediately after it has been determined that the SSP is at fault, the SSP shall pay the MWSS RO the cost of losses including injuries or damage to life/property. Otherwise, RO shall withhold such amount from the Bidder's billings.

2. Pay all wages, allowances, 13th month pay, service incentive, overtime pay or any monetary benefit due to the security guards through their respective Automatic Teller Machine (ATM) Bank Account, and issue a corresponding pay slip to each security guard every pay day;
3. Deliver and/ or pick-up to and from the MWSS RO, accomplishment reports, time cards & daily time records, payrolls, pay slips or any other document that needs signature of the concerned security guards;
4. Refrain from utilizing the duty hours of security guards for purposes of reporting to the Home Office for any concerns. Otherwise, it shall require approval from the MWSS RO;
5. Submit Billing Statement for services rendered on a monthly basis within fifteen (15) calendar days at the end of each month with the following attachments:
 - 5.1 Billing Statement;
 - 5.2 Required Accomplishment Reports;
 - 5.3 Approved Time Cards and Summary Time Records;
 - 5.4 Certified true copies of Payrolls and the Proof of Remittance to concerned government agency and/or GOCCs (BIR/SSS/Pag-ibig/Philhealth) of the preceding month of billing;
 - 5.5 Certified true copies of Pay Slips and the proof of remittance to the ATM bank accounts of security guards;
 - 5.6 Affidavit of Compliance with the Labor Laws of the Philippines;
 - 5.7 Any other documents that may be required by the MWSS RO.
6. The SSP is required to provide a qualified reliever to cover any unmanned post due to absences. Otherwise, a corresponding deduction in the monthly

billing rate of the SSP shall be assessed and that any duty hours to cover the unmanned post shall be paid based on overtime rate of the security guard;

7. The SSP shall ensure uninterrupted security cover in all of the designated posts and shall in no case allow any security guard on duty to leave the post until the next security guard or reliever is deployed;
8. Security guards to be deployed should not be related to anyone of the officers and employees of the MWSS RO by consanguinity or affinity up to the third civil degree;
9. The SSP shall be required to replace any security guard whose work ethics or attitude does not conform with the desired standards of service, such as:
 - a) Frequency of tardiness based on actual Daily Time Records;
 - b) Frequency of absences with or without approved leave;
 - c) Failure to wear prescribed uniform with ID;
 - d) Failure to perform security procedures and to record into the prescribed security log sheet;
 - e) Inability to determine and perform safety precautionary measures;
 - f) Disclosure or use of any information gathered in the conduct of security services for any purpose it may serve without the consent of the MWSS RO management;
 - g) Involvement in any altercation, argument, internal issues or actions against any of the officers or employees of the MWSS RO;
 - h) Conduct unbecoming of a security service provider; or
 - i) Other analogous cases.
10. The MWSS RO may opt to renew the contract at the end of each year, not exceeding three (3) years, subject to the assessment of the SSP's level of service in terms of the following criteria:
 - a) **Consistency and Quality of Services of at least Satisfactory rating –**
This shall be monitored through the Accomplishment and Submission of Report referred in Section II of this TOR:

<i>Rating</i>		<i>Consistency</i>	<i>Quality</i>
Excellent	95 to 100%	Consistent accomplishment of daily routine operations per post and reports submitted on or before due date during the 12 Months period.	Performed daily routine operations free from lapses and accurate reporting during the 12 Months period.
Very Satisfactory	85 to 94%		
Satisfactory	75 to 84%		
Needs Improvement	65 to 74%		
Unsatisfactory	Below 65%		

- b) **Attitude, Availability and Responsiveness of Security Services of at least Satisfactory rating** – This measure of service shall be determined in the following criteria:

Recommending Approval:


CLAUDINE B. OROCIO-ISORENA
DA for Administration and Legal Affairs

APPROVED:


PATRICK LESTER N. TY
Chief Regulator

Annex “B” BID FORMS

Annex-B1 Bid Form

Date: _____
Invitation to Bid³ N^o: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the 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 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:⁴

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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

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

³ If ADB, JICA and WB funded projects, use IFB.

⁴ Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

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 of Project of the Name of the Procuring Entity]* *[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 of Project of the Name of the Procuring Entity]*.

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 _____

Annex-B2
SCHEDULE OF PRICES
(Name of Bidder)

The Financial Proposal shall contain specific breakdown of all costs pertaining to the compensation of security guards to be deployed and the cost of providing the necessary security equipment, tools, materials, administrative, related taxes and margin/agency fee for the execution of the contract.

1. The equivalent number of days per year as presented below shall be used in the computation of costs necessary to execute the contract:

The MWSS RO considered the following computation of the equivalent number of days per year to ensure that the Bidder shall pay the security guards during holidays and special days as provided in the HANDBOOK ON WORKERS' STATUTORY MONETARY BENEFITS under Department Advisory No. 01, Series of 2015, issued by the Department of Labor and Employment – Bureau of Workers' Compensation and Labor Advisory No. 13 s.2019 and Wage Order No. NCR-24 s.2023.

COMPUTATION OF ESTIMATED EQUIVALENT NO. OF DAYS PER YEAR (Wage Order No. NCR-24 s.2023)	Daily (24/7)	Working Days (12days/week)
ORDINARY WORKING DAYS	295	243
Rest Days (52x130%)	67.6	0
REGULAR HOLIDAYS (considered paid 12 days) + (actually worked equivalent 12 x 100% or 12 days)	24	12
SPECIAL NON-WORKING DAYS (Additional pay for actually worked equivalent to (6 x130%))	7.8	6
TOTAL EQUIVALENT NO. OF DAYS/YEAR	394.4	261

2. Breakdown of Cost Component shall be presented in the prescribed format as follows:

Particulars		24/7 8hrs duty (6AM-2PM; 2PM-10PM; 10PM-6AM)	12/7 12hrs duty (6:00PM to 6:00AM)	12/5 12hrs duty (6:00AM to 6:00PM)
	Number of days worked per week	7	7	5
	Number of Hours duty per day	8	12	12
	Equivalent days per Year	394.4	394.4	261.0
	COMPUTATIONS:			
	New Daily Wage (DW) (Wage Order No. NCR-24 s.2023)	610.00	610.00	610.00
	Ave. pay per Mo. (DW x No. of days per yr./12)			

Particulars		24/7 8hrs duty (6AM-2PM; 2PM-10PM; 10PM-6AM)	12/7 12hrs duty (6:00PM to 6:00AM)	12/5 12hrs duty (6:00AM to 6:00PM)
	Night Differential Pay for 10PM-6AM duty (Ave. pay/mo. x 10% x 1/3)			N/A
	13th Month Pay (DWx365/12/12)			
	5 days Incentive Pay (DWx365/12)			
	Uniform Allowance (RA5487)			
	Overtime Pay - (4hrs/day for the 12hrs duty)	N/A		
A.	TOTAL AMOUNT TO BE GIVEN DIRECTLY TO SECURITY GUARD			
	SSS Retirement Benefit (RA7641)			
	SSS Premium (based on the table)			
	SSS State Insurance Fund			
	Philhealth Contribution (based on the table)			
	Pag-Ibig Fund Contribution (based on the table)			
B.	TOTAL AMOUNT TO BE REMITTED TO GOV'T IN FAVOR OF SECURITY GUARD			
C.	TOTAL AMOUNT TO SECURITY GUARD AND GOV'T. PER MONTH			
D.	Provision for Agency Fee (Administrative overhead + margin, including cost of equipment, tools, supplies and materials)			
E.	12% VAT (Agency Fee x 12% VAT-RMC-039-2007)			
F.	FINANCIAL BID PER GUARD PER MONTH (c + d + e = f)			
G.	Number of Guards	3	1	2
H.	FINANCIAL BID PER MONTH (f x g = h)			
I.	TOTAL FINANCIAL BID PER YEAR	PhP		

Note: ITB Clause 11.1 The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

[Signature over Printed Name]

[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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Statement of all ongoing government and private contracts, including contracts awarded but not yet started.

Bidder's Name : _____
 Business Address : _____

Name of Contract / Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: It is requested that this statement be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments signed by the owner or authorized representative

Bidder's Role Description:

1. Manufacturer
2. Supplier
3. Distributor

Submitted by:

Name and Signature of Authorize Representative

Position: _____

Date: _____

Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract, completed within three (3) years prior to the deadline for the submission and receipt of bids.

Bidder's Name : _____

Business Address : _____

Name of Contract / Project Cost	a. Owner's Name b.Address c.Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						

<u>Private</u>						

Note: It is requested that this statement be supported with:

1. Contract
2. Certificate of Completion
3. Certificate of Acceptance

Bidder's Role Description:

1. Manufacturer
2. Supplier
3. Distributor

Submitted by:

Name and Signature of Authorize Representative

Position: _____

Date: _____

