

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
ROXAS BOULEVARD CORNER P. OCAMPO SR. STREET
MANILA 1004

Provision of Security Services in the Department of Finance for CY 2024

November 2023
IB No. 2023-24-G

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 PROVISION OF SECURITY SERVICES IN THE DEPARTMENT OF FINANCE FOR CY 2024

1. The **Department of Finance**, through the **authorized appropriations under the FY 2024 National Expenditure Program** intends to apply the sum of **Twenty-Seven Million Pesos (₱27,000,000.00)** being the ABC to payments under the contract for the Project, **Provision of Security Services in the Department of Finance for CY 2024 – IB No. 2023-24-G**. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The **Department of Finance** now invites bids for the above Procurement Project. Delivery of the Goods is required **from the date of conforme of the Notice to Proceed until December 31, 2024**. Bidders should have completed, within **five (5) 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 (2016 Revised-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 the DOF BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 4:00 PM.
5. A complete set of Bidding Documents may be acquired by the interested bidders on **November 21 to December 11, 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos (₱25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The **Department of Finance** will hold a Pre-Bid Conference on **November 29, 2023, 10:30 AM** through video conferencing or webcasting *via Google Meet*. Interested bidders may send a letter of intent containing names and email addresses of participants, 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 or electronic submission through our Cloud-Based Electronic Procurement System on or before **December 11, 2023, 9:00 AM**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **December 11, 2023, 10:00 AM** at the **DOF Library, G/F DOF Building, Roxas Boulevard, Malate, Manila** and/or via **Google Meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Schedule of bidding activities is as follows:

ACTIVITIES	SCHEDULE
Advertisement/Posting of Invitation to Bid	November 21, 2023
Issuance and Availability of Bidding Documents	November 21 – December 11, 2023
Pre-Bid Conference	November 29, 2023, 10:30 AM
Last Day of Request for Clarification	December 1, 2023 (by email)
Last Day for Issuance of Supplemental Bid Bulletin	December 4, 2023
Deadline for Submission of Bids	December 11, 2023, 9:00 AM
Opening of Bids	December 11, 2023, 10:00 AM

11. The **Department of Finance** 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:

Ms. Eden C. Zamora

Head, BAC Secretariat

DOF BAC Secretariat, Procurement Management Division

7/F EDPC Building, BSP Complex, Roxas Boulevard, Manila

Email Address: bac@dof.gov.ph

Telephone No.: 5317-6363 loc. 2189 or 2191

Website: www.dof.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <https://www.dof.gov.ph/about/procurement/>

For online bid submission: The link will be shared upon purchase of bidding documents.

DAKILA ELTEEN M. NPAO

Assistant Secretary and DOF BAC Chairperson

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, Department of Finance wishes to receive Bids for the Project, **Provision of Security Services in the Department of Finance for CY 2024**, with identification number **IB No. 2023-24-G**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2024** in the amount of **Twenty-Seven Million Pesos (₱27,000,000.00)**.

2.2. The source of funding is: **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:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in: **Philippine Pesos**.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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

- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the bid opening**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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"> Provision of Security Services; Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> The amount of not less than Five Hundred Forty Thousand Pesos (₱540,000.00) [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than One Million Three Hundred Fifty Thousand Pesos (₱1,350,000.00) [5% of ABC] if bid security is in Surety Bond.
15	<p>Sealing and Markings of Envelopes: Each bidder must submit one (1) original and/or certified true copy of the original documents of the technical and financial components and may submit two (2) photocopies thereof.</p> <p>Original eligibility and technical documents, and its copies, shall be enclosed in one sealed envelope containing the markings:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;">TECHNICAL COMPONENT</p> <p style="text-align: center;">PROVISION OF SECURITY SERVICES IN THE DEPARTMENT OF FINANCE FOR CY 2024</p> <p style="text-align: center;">[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS & TELEPHONE NUMBER]</p> <p style="text-align: center;">ASSISTANT SECRETARY DAKILA ELTEEN M. NAPAO CHAIRPERSON DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE ROXAS BOULEVARD, MANILA</p> <p style="text-align: center;">IB NO. 2023-24-G</p> <p style="text-align: center;">DO NOT OPEN BEFORE: DECEMBER 11, 2023, 10:00 AM</p> <div style="text-align: right; margin-top: 10px;"> <input type="checkbox"/> Original – Technical Component <input type="checkbox"/> Copy No. 1 – Technical Component <input type="checkbox"/> Copy No. 2 – Technical Component </div> </div>

Original financial components and its copies, shall be enclosed in one sealed envelope containing the markings:

<p style="text-align: center;">FINANCIAL COMPONENT</p> <p style="text-align: center;">PROVISION OF SECURITY SERVICES IN THE DEPARTMENT OF FINANCE FOR CY 2024</p> <p style="text-align: center;">[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS & TELEPHONE NUMBER]</p> <p style="text-align: center;">ASSISTANT SECRETARY DAKILA ELTEEN M. NPAO CHAIRPERSON DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE ROXAS BOULEVARD, MANILA</p> <p style="text-align: center;">IB NO. 2023-24-G</p> <p style="text-align: center;">DO NOT OPEN BEFORE: DECEMBER 11, 2023, 10:00 AM</p> <p style="text-align: right;"><input type="checkbox"/> Original – Financial Component <input type="checkbox"/> Copy No. 1 – Financial Component <input type="checkbox"/> Copy No. 2 – Financial Component</p>

All envelopes shall then be enclosed in a main envelope containing the markings:

<p style="text-align: center;">PROVISION OF SECURITY SERVICES IN THE DEPARTMENT OF FINANCE FOR CY 2024</p> <p style="text-align: center;">[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS & TELEPHONE NUMBER]</p> <p style="text-align: center;">ASSISTANT SECRETARY DAKILA ELTEEN M. NPAO CHAIRPERSON DEPARTMENT OF FINANCE BIDS AND AWARDS COMMITTEE ROXAS BOULEVARD, MANILA</p> <p style="text-align: center;">IB NO. 2023-24-G</p> <p style="text-align: center;">DO NOT OPEN BEFORE: DECEMBER 11, 2023, 10:00 AM</p>
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19.3	<table><tr><th>Lot No.</th><th>Description</th><th>ABC</th></tr><tr><td>1</td><td>Provision of Security Services in the Department of Finance for CY 2024</td><td>₱27,000,000.00</td></tr></table>	Lot No.	Description	ABC	1	Provision of Security Services in the Department of Finance for CY 2024	₱27,000,000.00
Lot No.	Description	ABC					
1	Provision of Security Services in the Department of Finance for CY 2024	₱27,000,000.00					
20.2	<p>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 LCB, the Bidder shall submit the following documentary requirements or its equivalent:</p> <p>(a) Latest Income Business Tax Returns filed through the Electronic Filing and Payments System (EFPS):</p> <p>1. Annual Income Tax Return (BIR Form 1702) for CY 2021 and CY 2022; and</p> <p>2. Proof of VAT payments filed for CY 2023: June 2550Q 2023 September 2550Q 2023</p> <p>(b) BIR Tax Registration Certificate (BIR Form 2303).</p>						

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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

- 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>Additional contract documents relevant to the Project must be submitted that shall form part of the contract:</p> <ol style="list-style-type: none"> 1. DOLE – Certificate of Registration 2. DOLE – Certificate of Compliance on Occupational Safety and Health Standards; and 3. DOLE – Certificate of Compliance on General Labor Standards. 4. License relevant to the Project and the corresponding law requiring it: Private Security Agency Regular License to Operate (Having registered with the PNP in accordance with the provisions of Republic Act No. 5487 entitled “Private Security Agency Law”). <p>The Security Service personnel shall be entitled to additional remuneration, such as reasonable meal allowance and hazard pay on a reimbursable basis for the number of days physically reporting for work as specified in an official Department Order issued during National Emergency, subject to existing government accounting and auditing rules and regulations.</p> <p>All disputes, claims or questions which may arise out of this Agreement shall be submitted to and settled first by an arbitrator before referring the same to the courts. Both parties shall mutually agree upon the arbitrator and they shall share equally the arbitrator’s fee and all other arbitration expenses.</p> <p>The decision of the arbitrator shall be final and binding upon the DEPARTMENT and the CONTRACTOR and may be endorsed by either party in any court of competent jurisdiction.</p> <p>The parties agree that any dispute, claim or dispute referable to the courts shall be instituted exclusively in the proper court of the place where the DEPARTMENT’S main office is located.</p>
2.2	Payment will be made on a monthly basis.
4	No further instructions.

Section VI. Schedule of Requirements

The delivery schedule expressed as days stipulates hereafter a delivery date which is the date of delivery to the project site.

I. Qualifications of Security Personnel.

Item Number	Description	Quantity	Total	Delivery Dates
1	<p style="text-align: center;">DETACHMENT COMMANDER</p> <p>1.i Filipino citizen</p> <p>1.ii Physically and mentally fit</p> <p>1.iii College Graduate preferably BS Criminology or Graduate of any Bachelor's Degree and at least a Certified Security Professional (CSP)</p> <p>1.iv Should either be a former officer of the AFP or the PNP or have undergone any of equivalent military officer's training such as Security Officer Course with corresponding certificate and diploma</p> <p>1.v Min. height must be 5'5" and physically fit</p> <p>1.vi Good knowledge in report preparation and monitoring/operation of the CCTV</p> <p>1.vii Good in oral and written English communication</p> <p>1.viii Must have undergone relevant training on the following :</p> <ul style="list-style-type: none"> - Anti-Terrorism - Basic of Safety/Fire Prevention - First Aid Course 	1		Delivery of the Goods and Services is required from the date of conforme of the Notice to Proceed until December 31, 2024.

	<ul style="list-style-type: none"> - Self Defense - Firearms handling and safety 			
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	1.ix Must have at least five (5) years' experience in the operation of a security detachment with manpower complement of not less than 60 guards 1.x Should not be over sixty (60) years of age 1.xi Must possess a valid security license as of bidding date and during their tour of duty			
2	SHIFT-IN-CHARGE 2.i Filipino Citizen 2.ii Physically and mentally fit 2.iii College Graduate preferably B.S. Criminology or Graduate of any BS Degree and at least a Certified Security Professional (CSP) 2.iv Should either be a former officer of the AFP or the PNP or have undergone any of equivalent military officer's training such as Security Officer Course with corresponding certificate and diploma 2.v Minimum height: 5'5" and Physically fit 2.vi Good in oral and written English communication 2.vii Good knowledge in report preparation and monitoring/operation of the CCTV	2		Delivery of the Goods and Services is required from the date of conforme of the Notice to Proceed until December 31, 2024.

	2.viii With at least three (3) year's experience as			
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	<p>Security Officer from a security detachment with manpower complement of not less than 50 guards.</p> <p>2.ix Must have undergone relevant training on the following:</p> <ul style="list-style-type: none"> - Anti-Terrorism - Basic of Safety/Fire Prevention - First Aid Course - Self Defense - Firearms handling and safety <p>2.x Should not be over sixty (60) years of age</p> <p>2.xi Must possess a valid security license as of bidding date and during their tour of duty</p>			
3	<p>SECURITY GUARDS</p> <p>3.i Filipino Citizen</p> <p>3.ii Preferably those who have completed 72 units of college education</p> <p>3.iii With at least three year's experience as security guard</p> <p>3.iv Good in oral and written English communication</p> <p>3.v Physically and mentally fit</p> <p>3.vi Not over 60 years old</p> <p>3.vii Minimum height for Male: 5'5" Minimum Height for Female: 5' Minimum and Physically fit</p> <p>3.viii Undergone pre-licensing training course</p> <p>3.ix With good knowledge in incidence report preparation</p> <p>3.x Passed neuro-psychiatric evaluation</p>	64		Delivery of the Goods and Services is required from the date of conforme of the Notice to Proceed until December 31, 2024.

	<p>test and drug test (Submit copy of result taken within the last six months)</p> <p>3.xi Must have undergone the following training:</p> <ul style="list-style-type: none"> - Anti-Terrorism - Basic of Safety/Fire Prevention - First Aid Course - Self Defense - Firearms handling and safety training (Note: Please provide the proof of firearms handling and safety training) <p>3.xii Must possess a valid security license as of bidding date and during their tour of duty in the DOF (submit copy of license)</p>			
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Note: Valid Security Licenses, results of neuro-psychiatric and drug test and certificates of all required seminars and trainings of the security guards should be submitted after the issuance of the NTP.

II. Materials/Equipment/Supplies.

	<p>MATERIALS/EQUIPMENT/SUPPLIES to be provided by the Contractor</p> <p>1. Prescribed Basic Uniform (RA 5487)</p> <p>2. Hand Cuffs Stainless</p> <p>3. Record Book, 500 pages</p> <p>4. Handheld Metal Detector (for main gate, roll-up gate, Ground floor parking entrance, Ground floor lobby, podium lobby, 3rd floor,)</p> <p>5. Communication Radio</p>	<p>67</p> <p>67</p> <p>24/mo</p> <p>6</p> <p>30</p>		<p>Delivery of the Goods and Services is required from the date of conforme of the Notice to Proceed until December 31, 2024.</p>
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	6. Stun Devices (for officers Lobby/Podium/Basement/6 th Floor -DOF Bldg.)	6		
	7. Armor Vests (for officers	6		
	Materials/Equipment to be provided by the Contractor with no additional cost			
	1. Service Firearms duly licensed issued by the SOSIA	30		
	2. Whistle with Lanyard (Stainless)	67		
	3. Nightstick Baton with horizontal handle	67		
	4. Flashlight	67		
	5. First Aid kit	67		
	6. Writing Pen	67		

III. Schedule of Posts/Security Personnel.

NR	Post/Location	0600H-1400H	1400H-2200H	2200H-0600H	REMARKS
1	Main Gate Ramp (Vehicle Entrance)	1	1	1	
2	Main Gate Ramp Assist/Vehicle Exit	1	1	-	
3	Main Gate Visitors Entrance/stairs	1	1	1	
4	Ground Floor Employees/Visitors Entrance (Preferably Female Guards)	1	1	-	Walk Through/X-ray (6:00 AM to 10:00 PM)
5	Ground Floor Employees/Visitors Entrance Registration/Access ID Issuance	2	2	1	
6	Podium Main Entrance (Preferably Female Guards)	1	1		Walk Through/X-ray (6:00 AM to 10:00 PM)
7	Podium Registration/Access ID Issuance	2	2	1	
8	3rd Floor	1	1	-	
9	3 rd Floor Bridge way Entrance/Exit	1	1	-	
10	4 th Floor	1	1	-	

11	5 th Floor	1	1	-	
12	6 th Floor Left Wing	1	1	-	
13	6 th Floor Lobby	1	1	1	
14	6 th Floor OSEC Area	1	1	-	
15	7 th Floor DOF Bldg.	1	1	1	
16	7 th Floor EDPC Bldg.	1	1	1	
17	Carpark Roll-Up Entrance/Exit	1	1	1	
18	Carpark Roll-up Assist (Service Road/Entrance/Exit)	1	1	-	
19	Basement Carpark Assist	1	1	-	
20	Basement Carpark Lobby Entrance	1	1	1	
21	Women's Park Parking Area	1	1		
22	Podium Alley	1	1		
23	Service Road Parking Area, Ospital ng Maynila	1	1		
24	Creek Parking Area	1	1		
25	Detachment Commander/Deputy/SIC	1	1	1	
26	Command Center/CCTV/FDAS	1	1	1	
	TOTAL	28	28	11	67 Security Personnel

The Contractor shall provide the above-mentioned security personnel and equipment which should be 100% operational at all times for the duration of the contract.

The Detachment Commander/Deputy/Shift-in-charge will act as the Roving Guard during their shift to ensure that all security personnel are on their post and at the same time conduct monitoring and inspection of the DOF premises from time to time.

Note: In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed on the undelivered item/s.

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

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

Section VII. Technical Specifications

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.

Technical Specifications

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. A statement in the Bidder's statement of compliance 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.

Item	Specifications	Statement of Compliance
1	<p>Stability of the Company</p> <p>a. Years of Experience</p> <ul style="list-style-type: none"> - In continuous operation for at least 10 years in the business (to be supported by License to Operate or a Certification issued by Supervisory Office for Security and Investigation Agencies of the PNP that will prove the number of years in the operation). 	
	<p>b. Organization Set-up</p> <p>Organizational capability of any agency shall be based on its compliance with Appendix “A” (Organizational Structure of Private Security Agencies) of RA 5487 (The Private Security Agency Law)</p> <ul style="list-style-type: none"> - Submission of Organization Chart - Key personnel must be degree holders; and all security officers are degree holders with military/law enforcement/security management experience or at least a Certified Security Professional (CSP) or has served the AFP or the PNP with the rank of officer; with at-least five (5) year’s experience for DC and three (3) year’s experience for ADC in private or government security administration and operation. - At least ten (50) percent of agency guard force are providing security services to industrial establishments (e.g. vital installations, Airports/ports, power plants, banks) and private or government institutions at present - All key personnel and security officers and security guards must possessed updated license duly issued by the SOSIA. 	
2	<p>Resources</p> <p>a. Number of Licensed Firearms</p> <ul style="list-style-type: none"> - Agency shall have a minimum number of licensed and serviceable fire arm (.38 Cal., .40 and .45 Cal. or 9mm for handguns and/or 12-gauge for shot guns) 	

	equivalent to 1/3 of their total number of security guards. <u>Submit list of licensed firearms.</u> -	
	b. Number and kind of Communication Devices <ul style="list-style-type: none"> - Communication equipment should be registered in the name of the agency and actually being utilized in their present operation (Communication base with repeater and portable units) equivalent to 1/3 of their total number of security guards. <u>Submit photocopy of list of all NTC licensed communication equipment.</u> 	
	c. Number and kind of Motor Powered Vehicles <ul style="list-style-type: none"> - Should have a minimum of ten (10) 4-wheel Vehicles registered in the name of the agency and actually utilized in the supervision of their security forces within Metro Manila <u>Submit LTO registration cert. in the name of the security agency.</u> 	
	d. Number of Licensed Guards <ul style="list-style-type: none"> - Should have a minimum of six hundred (600) licensed security personnel/guards at present. <u>Submit Monthly Disposition Report (Min. of six months: April to September 2023) stamped received by SOSIA.</u> 	
	e. Resources <ul style="list-style-type: none"> - One stand-by vehicle (good running condition) to be provided to DOF with 24 hours driver from the assigned Security Guards per shift. - Should provide own office supplies for the duration of the contract. 	
3	Security Plan for the DOF A. The security agency shall provide safety, precautionary and/or preventive and remedial measures based on the following criteria: <ol style="list-style-type: none"> 1. General Security Guidelines 2. Key Control Guidelines 3. Exclusive and Restricted Areas 4. Vital Installations 5. Disaster Control and Preparedness Plan <ol style="list-style-type: none"> (a) Terrorism and sabotage <ol style="list-style-type: none"> i. Precautionary measures 	

	<p>ii. Security Guidelines during and after allied catastrophic incidents: fire, bomb explosion, gas leakage, etc.</p> <p>(b) Typhoon</p> <p>(c) Earthquake</p>	
	B. Certificate of Site Inspection shall form part of the Security Plan and should be attached in the Bid proposal.	
4	<p>Other Factors</p> <p>a. Recruitment and Selection Criteria</p> <p>- Hiring Process and Personnel Training</p> <p>b. Completeness of Uniforms and other Paraphernalia</p> <p>The following shall comprise the basic equipment of a security guard while on duty:</p> <ol style="list-style-type: none"> 1. Prescribed Basic Uniform (RA 5487) and Barong 2. Night Stick Baton 3. Whistle 4. Time piece 5. Writing pen 6. Record Book, 500 pages 7. Tactical Flashlight 8. First Aid Kit 9. Service Firearms duly licensed issued by SOSIA 10. Handcuffs 	

While preparing the Security Plan for the Department of Finance, the Bidders must give particular attention to the following:

SUBJECT: SECURITY MEASURES IN THE DEPARTMENT OF FINANCE

Section 1. Building Security

A. Entry into DOF premises shall be regulated

1. DOF (organic and non-organic) employees shall be required to wear their IDs at all times. If an employee forgets his/her ID, he/she will be issued a Day Pass which shall be worn during office hours and surrendered thereafter.

a. It shall be the duty of the Human Resource Management and Development Division (HRMDD) to ensure that all employees, consultants, contractual and service personnel are issued their IDs. If the official IDs are not yet available, temporary DOF IDs shall be issued.

b. Employees who are seeking clearance for retirement/ resignation and transfer to other government agencies must surrender their IDs. Contractual personnel and Consultants must likewise surrender their IDs upon end of contract.

2. For non-DOF employees

- a. BSP employees who enter the DOF building to cross the bridge to their 5-storey or EDPC buildings, must wear their BSP IDs. The “No ID, No Entry” policy shall be strictly enforced.**
- b. Guests who have meetings in DOF must register at the Security Office – DOF Ground floor. Their names must be in the list of attendees provided to the Guards by the DOF office concerned. They will be asked to surrender a valid ID and will be issued a Visitor’s Pass which must be returned after the meeting.**
- c. Guests who are not in the meeting lists must be cleared by the head of the coordinating DOF office.**
- d. Walk-in guests must be cleared by the DOF official or employee who is being visited. The DOF official or employee takes full responsibility for the actions of their guests while inside the DOF premises.**
- e. Visitor’s IDs are color coded, pertaining to which floor the guest intends to go. Guests wearing a different color of Visitor’s ID from the one authorized in a floor will be denied access into another floor, and will be requested to go to the Podium guard station for a change of Visitor’s ID. The guard will then obtain a new clearance with the next official/ employee to be visited before allowing the guest entry.**

The above shall be implemented in all access points to DOF offices, such as at the Ground Floor Main Entrance, Podium Level, 3rd Floor, Basement Parking, and 7th Floor EDPC.

- 1. Physical inspection of bags and packages should always be practiced.**
- 2. All incoming deliveries including food ordered by officials or employees must be inspected by the security guards and delivery personnel shall only be allowed at the ground floor lobby. Servicing personnel replenishing supplies of vending machines shall also be subject to inspection.**
- 3. Employees shall not be allowed to enter the DOF premises during weekends and holidays unless clearance has been granted by their respective Division/Office/Group heads.**

- 4. Unauthorized taking of pictures / video within the DOF offices including its façade for public posting is not allowed unless it has been cleared with the Undersecretary, Policy Development and Management Services Group.**

Section 2. Entry of Vehicles in the DOF Premises

- 1. Vehicle information must be provided to the guards for guests of DOF officials/employees.**
- 2. All vehicles entering the DOF Premises shall be subject to security inspection.**

Section 3. Document and Information Security

- 1. Avoid using Janitorial Services personnel for releasing and handling documents to other offices.**
- 2. Use and operation of photocopying machines should be regulated, and logged in a logbook.**
- 3. Sensitive official communications / correspondence from DOF and other agencies should be sent officially thru email or to the offices concerned in a sealed envelope.**
- 4. Documents should not be left unattended on office tables and other areas outside their specifically assigned storage.**

Other Requirements and Security Responsibilities:

1. Payment shall be made upon submission of duly signed daily time records noted by the Head of General Services Division of the Central Administration Office (GSD-CAO), certified photocopies of actually signed payrolls and pay slip showing the gross amount earned, deductions made, employers contribution and the net amount received by the personnel in compliance with existing labor laws, the Supplier shall submit proof of remittances to PAG-IBIG, Philhealth, SSS and BIR for the deductions made from the salaries of the personnel deployed in the DOF and duly acknowledge by said agencies.
2. Payment of the salaries of the personnel shall be made through automated teller machines (ATM), otherwise payment of the salaries of the personnel deployed in the DOF shall be made at the DOF, to be witnessed by a representative of the General Services Division of the DOF.
3. Entire Agreement: This Agreement and the attachments thereto constitute the entire existing agreement among the parties hereto, with respect to the subject matter hereof and shall supersede any and all prior agreements or undertakings between the parties hereto with respect to the subject matter hereof. No waiver or modifications of the terms of this Agreement shall be valid unless the same is in writing and signed by the parties herein. The agreement shall automatically be terminated on December 31, 2024 unless renewed or extended in writing by the DEPARTMENT.

4. The Contract price shall not be subject to any adjustment for the duration of the Contract, except as otherwise provided by laws.
5. The terms and conditions of the contract shall be deemed modified by any applicable provisions of law in accordance with PADPAO Standards.
6. The DEPARTMENT shall not in any case be liable for any interest penalty neither for delayed payments nor to any loss or damage for reason beyond the DEPARTMENT's control such as force majeure.
7. Additional security guard(s) shall however be provided by the Security upon request by the DEPARTMENT through the GSD or CAO Director whenever the exigencies of service so require and the necessary expenditure for the employment of such additional guards shall be paid by the DEPARTMENT in accordance with the terms of the Contract.
8. The DEPARTMENT reserves the right to require Security to make corresponding reduction for any particular period during the term of this Agreement on account of budgetary constraint or other reasonable circumstances like transfer of personnel, equipment and properties to another location(s).
9. The Contractor shall provide reserve guards, which shall not be less than ten percent (10%) of the total number of regular guards required in this Contract.
10. The Contractor shall provide at least eight (8) female security personnel to be deployed to the DEPARTMENT particularly in the employees entrance and exit.
11. Any and all taxes which may be imposed under this Contract shall be for the exclusive account of the Security.
12. Should the DEPARTMENT find the Security Personnel undesirable, or with unsatisfactory performance or commits acts inimical to the best interest of the DEPARTMENT, or shows behavior or attitude which is not aligned with the standards of the DEPARTMENT and commits any of the following violations / deficiencies, the DEPARTMENT shall have the right to demand the removal of a guard from deployment in the department premises, and under the same grounds recommend his/her termination, to wit:
 - a. Guard smoking while on duty.
 - b. Guard reading newspaper and other unofficial reading materials while on duty.
 - c. Guard sporting beard/moustache, non-regulation haircut, or not in proper uniform while on duty.
 - d. Guard engaging in prolonged or unnecessary conversation with employees/visitors or over the phone/cellular phone while on duty.
 - e. Abandonment of post.
 - f. Found drunk, drinking intoxicating liquor or found under the influence of prohibited drug while on duty.
 - g. Providing confidential information to unauthorized person(s).

h. Apprehend for alarm, scandal or disorderly conduct within the premises of the DEPARTMENT on-or-off-duty.

i. Being discourteous or failure to render appropriate respect to DEPARTMENT's official, employee and visitor, or to his superior within the Guard's organizational structure.

j. Found sleeping on duty.

k. Failure to report to duty without prior notice.

l. Attending to unauthorized functions or activity/ies while on duty.

m. Insubordination with the directives of the DEPARTMENT through the GSD or CAO Director in relation to security matters.

B. The SECURITY shall safeguard the procuring entity's property/ies from theft, pilferage, robbery, arson, and/or other unlawful acts of third persons, in accordance with the terms and conditions hereinafter set forth:

1. The SECURITY shall be directly reporting to the Head of GSD – CAO.

2. The SECURITY shall post and maintain the safety and security in the premises of the client located at the DOF Building and 7th and 8th EDPC Building Offices, Roxas Boulevard Corner P. Ocampo, Manila; protect the client's properties from theft, pilferage, robbery, arson and/or other unlawful acts by third persons or strangers, as well as the latter's official and employees against bodily harm and injury from strangers and third persons;

3. To post security personnel, everyday including Saturdays, Sundays and Holidays, as indicated in the "Schedule of Requirements" as of the effectivity date of this Contract attached in the Contract as Annex A and made an integral part hereof.

4. The SECURITY shall provide the DEPARTMENT with the number of security personnel specified in the "Schedule of Requirements." All such personnel assigned to the DEPARTMENT by the SECURITY must possess the said qualifications.

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

6. The SECURITY shall closely monitor and check the security personnel's performance of their duties by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the DEPARTMENT.

7. There shall be no employer-employee relationship between the DEPARTMENT and the SECURITY personnel of the agency assigned to the client.

8. The DEPARTMENT shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the security personnel assigned by the agency including death resulting therefrom.

9. The SECURITY shall be exclusively responsible for the enforcement, compliance and observance of labor laws, pertinent rules and regulations governing employer-employee relationship, and other applicable laws, rules and regulations relating to the operations, management and conduct of security agencies.

10. The SECURITY shall protect the DEPARTMENT from any liability arising from non-observance of laws, rules and regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement or other laws, or as a result of this contract.

11. The SECURITY shall be responsible for any loss or damage that may be incurred upon the DEPARTMENT's properties within the guarded/secured compound of personal properties received a duly authorized officer of the agency and left in the custody of the security personnel, provided that such loss or damage occurred while in the performance of duty of the security personnel and provided further that the loss or damage is clearly established to be due to the negligence of the security personnel without the contributory negligence of the client.

12. Any unusual occurrence in the 67 personnel should be reported immediately in writing by the SECURITY to the DEPARTMENT within forty-eight (48) hours from its occurrence.

12. The loss or damage to property shall be brought to the attention of the SECURITY to the DEPARTMENT within forty-eight (48) hours from its occurrence or discovery and shall be immediately acted upon by the SECURITY.

13. The SECURITY shall indemnify the DEPARTMENT for any damage to the property or properties of the latter provided that it has been established after a completed and thorough investigation that said damage was the result of the act or omission, negligence or fault of the security personnel on duty.

14. The SECURITY shall provide at its expense the necessary and duly licensed firearms and ammunition, CCTV with ten (10) cameras, adequate communication equipment, i.e. Two-way Radio, and other equipment as may be necessary, for the use of its assigned security personnel.

15. The SECURITY should clean and maintain the space provided by the DEPARTMENT such as office space, barracks, pantry and shower room.

The DEPARTMENT reserves the right to:

1. Check whether the salaries of security personnel are paid on time;
2. Request the SECURITY to facilitate the payment of the salaries of the assigned security personnel;
3. Mediate on behalf of the assigned security personnel for the payment of their services by the SECURITY; If in the opinion of the DEPARTMENT, the security services are affected by the delayed in the payment of said salaries.
4. All taxes payable to the government arising from this contract shall be borne by the SECURITY.
5. Any security personnel who may be found and considered by the DEPARTMENT as undesirable shall be replaced by the SECURITY immediately upon receipt of the written request/notice from the

DEPARTMENT.

6. The SECURITY through its assigned security personnel shall:

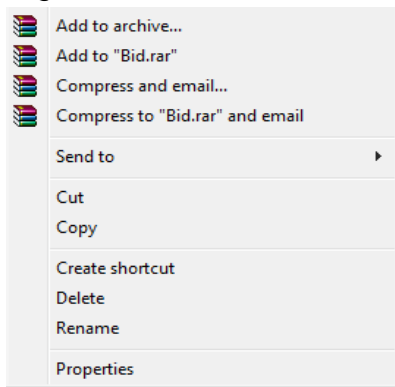
1. Furnish the DEPARTMENT, every 15th and last day of the month, a list of all security personnel who will render security services for the next fifteen (15) days, including information on their posting assignments;
2. The SECURITY could not just change/relieve any Guard or Security Officers without prior clearance from the DEPARTMENT. In case of change of security personnel, notify the DEPARTMENT's General Services Division, including in the notification, the name/s of the security personnel involved/affected;
3. Record all incoming equipment, supplies and materials, and all outgoing client's equipment, supplies, materials and properties; and keep on file copies of duly approved gate pass. A written report shall be furnished to the General Services Division within twenty-four (24) hours, if any property belonging to the client was brought out of the premises without a duly approved gate pass;
4. Log-in all incoming and outgoing non-client's vehicles in their logbook.
5. Allow visitors, researchers and inquirers in the office premises, only upon proper identification and after filling out the visitor's logbook.
6. Record all trips of vehicles under GSD Motor Pool and file one copy of each duly approved trip tickets.
7. Report immediately any untoward incident occurring within the post assignment, during tours of duty to the General Services Division.
8. Prohibited in cooking and doing their laundry in the DOF premises.
9. Not be allowed to sleep in the barracks overnight except those who are rendering their security service during second shift from 2:00 PM to 10:00 PM.
10. Not be allowed to receive/accept any official documents in behalf of any DOF Offices. All official documents should be coursed through the Central Records and Management Division (CRMD).
11. Enforce and obey all orders/instructions/memoranda issued by the DEPARTMENT which are relevant to their duties and responsibilities

I hereby certify to comply with all the above Technical Specifications.

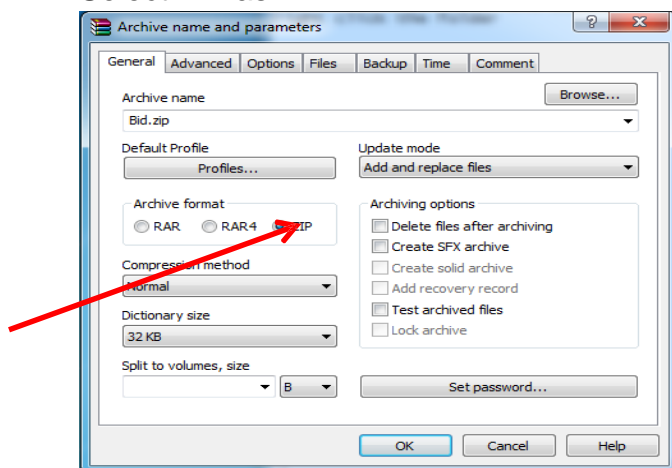
Name of Company/Bidder	Signature Over Printed Name of Representative	Date
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Steps on How to Zip and Upload Files using Electronic Bid Submission

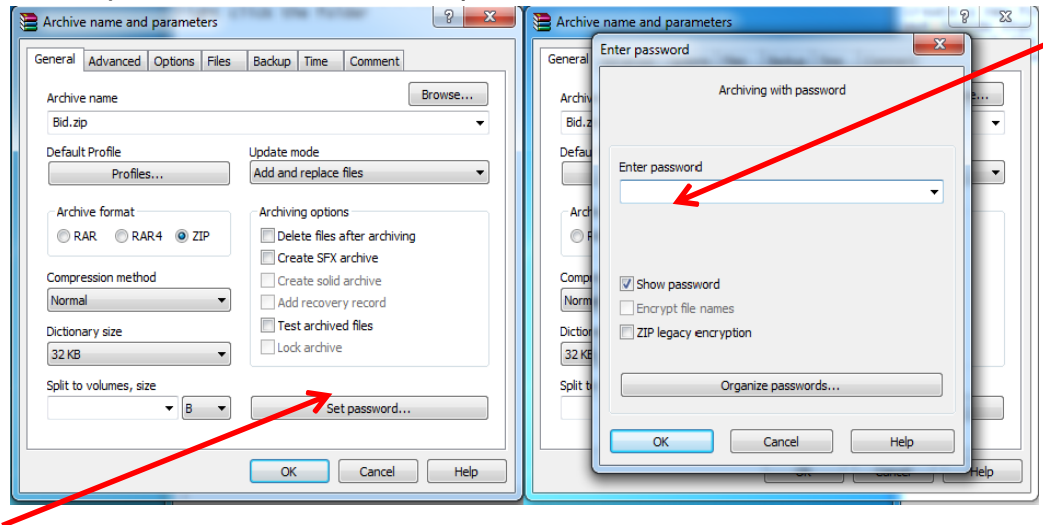
1. Scan or convert the bid documents to PDF format.
2. Download the free WinRAR software (rarlab.com) and install.
3. Create two (2) New Folders.
4. Rename the folders with these formats:
 - a. Technical Bid ITB No. <Insert ITB No.><Insert Name of Company>
 - b. Financial Bid ITB No. <Insert ITB No.><Insert Name of Company>
5. Put the scanned bid documents inside the folders in PDF format.
6. Right click the folder and select “Add to archive...”



7. Select ZIP as “Archive Format”




8. Click “Set password” and enter the password




9. Upload the ZIP file with password in the online link to be shared only to bidders who bought the bidding documents:

TECHNICAL COMPONENT (must be password protected): *

 Add file

FINANCIAL COMPONENT (must be password protected): *

 Add file

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 Section VI. Schedule of Requirements and Section VII. 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. Each partner of the joint venture shall submit the PhilGEPS Certificate of Registration in accordance with Section 8.5.2 of the 2016 R-IRR of RA 9184;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- ☐ (i) *[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.

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

25 FINANCIAL COMPONENT ENVELOPE

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

Bid Form for the Procurement of Goods*[shall be submitted with the Bid]***BID FORM**

Date : _____
 Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Schedule of Prices

Provision of Security Services in the Department of Finance for CY 2024

Day work per week: 7 days and 8 hours work/day

Number of days/year: 394.4

New Daily Minimum Wage (Wage Order 24) ₱610.00

AMOUNT TO SECURITY GUARD

1. Ave. Monthly Wage	_____
2. Night Differential Pay	_____
3. 13th Month Pay	_____
4. 5-days Incentive Pay	_____
5. Uniform Allowance	_____

AMOUNT PAYABLE TO THE GOVERNMENT (2023)

6. Retirement Benefit	_____
7. SSS Premium	_____
8. Philhealth Contribution (5%)	_____
9. State Insurance Fund	_____
10. Pag-ibig Fund	_____

A. TOTAL AMOUNT TO GUARD AND TO GOVERNMENT _____

B. AGENCY FEE (not less than 20%)

11. Administrative Overhead and Margin _____

C. VALUE ADDED TAX _____

D. TOTAL AMOUNT PER SECURITY GUARD (A + B + C) _____

E. NUMBER OF SECURITY GUARDS IS **67** (D * E) _____

F. TOTAL COST FOR SECURITY GUARD IN ONE YEAR (E * 12) _____

G. MATERIALS/EQUIPMENT/SUPPLIES

MATERIALS/EQUIPMENT/SUPPLIES to be provided by the Contractor	QTY	UNIT	Unit Cost	Total Cost
1. Prescribed Basic Uniform (RA 5487), 2-sets and Barong, 2-sets	67	set		
2. Handcuffs	67	pc		
3. Record Book, 500 pages	16	pc/mo		
4. Handheld Metal Detector (for main gate, roll-up gate, Ground floor parking entrance, Ground floor lobby, podium lobby, 3 rd floor,)	6	set		
5. Communication Radio	30	set		
6. Armor Vests	6	pc		
7. Stun Devices	6	pc		

H. TOTAL for Materials, Equipment and Supplies _____

I. TOTAL BID PRICE (F + H) _____

Name: _____

Legal Capacity: _____

Signature: _____

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

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]

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

likewise form part of the Contract.

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

The PARTIES shall comply with the provisions of Republic Act (RA) No. 10173, otherwise known as the “Data Privacy Act of 2012”, its Implementing Rules and Regulations (IRR), issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. These shall include compliance with all relevant data protection policies of the Entity and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this contract.

The PARTIES shall implement security measures aimed at maintaining the availability, integrity, and confidentiality of personal data including the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

6. Consent to the Processing of Personal Information

As part of the data privacy compliance, the Supplier hereby grants its consent to the Entity’s processing of his/her personal information collected under this contract, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this contract.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory’s Legal Capacity]

[Insert Signatory’s Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

**Statement of all Ongoing Government and Private Contracts
including Contracts Awarded but not yet Started**

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contract

Name of Company	Signature over Printed Name of Representative	Date
-----------------	---	------

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt or Sales Invoice
							<i>(Attach a copy)</i>

 Name of Company Signature over Printed Name of Representative Date

Note: Attach a copy of the **End User's Acceptance or Official Receipt or Sales Invoice** as proof for the SLCC as per GPPB Circular No. 04-2020 dated September 16, 2020.

