



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE XII
PUROK BUMANAAG, BRGY. ZONE III, KORONADAL CITY, 9506

BIDS AND AWARDS COMMITTEE

PHILIPPINE BIDDING DOCUMENTS

**For the
Early Procurement Activity for the
Procurement of Hiring of Security
Service Provider (January to December
2023)**

Project Identification No. DSWD12-2022-GSS-005-EPA

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE XII
PUROK BUMANAAG, BRGY. ZONE III, KORONADAL CITY, 9506

INVITATION TO BID FOR EARLY PROCUREMENT ACTIVITY FOR THE PROCUREMENT OF HIRING OF SECURITY SERVICE PROVIDER (JANUARY TO DECEMBER 2023)

1. The **Department of Social Welfare and Development Field Office XII (DSWD FO 12)**, through the *National Expenditure Program for 2023* intends to apply the sum of **Sixteen Million One Hundred Ninety-eight Thousand One Hundred Sixty-three Pesos and Eighty-eight Centavos (₱16,198,163.88)** being the ABC to payments under the contract for *Early Procurement Activity for the Procurement of Hiring of Security Service Provider (January to December 2023) with Project Identification No. DSWD12-2022-GSS-005-EPA*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Department of Social Welfare and Development Field Office XII (DSWD FO 12)** now invites bids for the above Procurement Project. Delivery of the Goods/Services is required **Twelve (12) months contract duration**. Bidders should have completed, within **Two (2) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. 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 **DSWD FO 12 BAC Secretariat** and inspect the Bidding Documents at the address given below during **office hours**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **December 02, 2022 to December 21, 2022, 4:00PM** 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 Only (P25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means **on or before December 21, 2022, 4:30PM.**

Interested Bidders shall contact the BAC Secretariat through e-mail at procurement.fo12@dswd.gov.ph for further instructions on the purchase and payment of the Bidding Documents.

6. The **Department of Social Welfare and Development Field Office XII (DSWD FO 12)** will hold a Pre-Bid Conference¹ on **December 09, 2022, 10:00AM** at **DSWD FO 12 Office** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 21, 2022, 5:00PM. 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 and evaluation of bids shall be on **December 22, 2022, 10:00AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Prospective bidders are hereby reminded, as follows:
 - a. Bidding documents for Eligibility and Financial Envelopes shall comprise the following:
 - i. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
*One (1) mother Envelope for Technical Component Documents, composed of three (3) sub envelopes for (ORIGINAL, COPY 1, and COPY 2).
 - ii. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
*One (1) mother Envelope for Financial Component Documents, composed of three (3) sub envelopes for (ORIGINAL, COPY 1, and COPY 2).
 - b. In case the bidder fails to submit any or all of the documentary requirements, the bid/quotation will automatically be disqualified and shall be declared as "FAILED" for this Project.

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

- c. After the opening and evaluation of bids, the BAC, its staff and personnel, Secretariat and Technical Working Group (TWG), as well as Observers are prohibited from making or accepting any communication with any bidder regarding the evaluation of their bids until issuance of Notice of Award (NOA). However, the BAC, through its Secretariat, may ask in writing the bidder for clarification of its request in writing. All responses to requests for clarification shall be in writing.
11. The **Department of Social Welfare and Development Field Office XII (DSWD FO 12)** 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:
- DSWD FO XII-BAC Secretariat
Administrative Division-Procurement Section
Department of Social Welfare and Development FO XII
Purok Bumanaag, Brgy. Zone III, Koronadal City
Email Address: procurement.fo12@dswd.gov.ph
Telephone No. +63 (083)-228-8637***
13. You may visit the following websites:
- For downloading of Bidding Documents:
<https://fo12.dswd.gov.ph/bid-bulletin/>
<https://www.philgeps.gov.ph>

December 01, 2022

BAILANO A. SALIK, RSW
BAC Chairperson, DSWD FO XII

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Social Welfare and Development Field Office XII (DSWD FO 12)* wishes to receive Bids for the *Early Procurement Activity for the Procurement of Hiring of Security Service Provider (January to December 2023)* with *Project Identification No. DSWD12-2022-GSS-005-EPA*.

The Procurement Project (referred to herein as “Project”) is composed of 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 **2023** in the amount of *Sixteen Million One Hundred Ninety-eight Thousand One Hundred Sixty-three Pesos and Eighty-eight Centavos (₱16,198,163.88)*.

2.2. The source of funding is 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 exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) 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.**

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

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

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **April 21, 2023**. 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.

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Those contracts which involve goods and services of the same nature and complexity as the subject matter of the project being procured (GPPB Non-Policy Matter No. 150-2017); and b. Completed within Two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	No further instruction.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <i>Three Hundred Twenty-three Thousand Nine Hundred Sixty-three Pesos and Twenty-eight Centavos (₱323,963.28) or equivalent to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Eight Hundred Nine Thousand Nine Hundred Eight Pesos and Nineteen Centavos (₱809,908.19) or equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.
17	<ol style="list-style-type: none"> a. Failure to submit a copy of the Single Largest Completed Contract with proof of The corresponding proof of completion which could either be Certificate of Final Acceptance/Completion from the bidder's client; and/or Official Receipt or Sales Invoice of the bidder covering the full amount of the contract completion is a valid ground for disqualification of the bidder. b. In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, the prospective bidder should attach as part of the bidding documents the expired Certificate of Registration and proof of its renewal to PhilGEPS. Renewed PhilGEPS Registration Certificate shall be submitted as a post-qualification requirement and/or before payment, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184. c. In case the valid Mayor's Permit is not available during bid submission, the prospective bidder should attach as part of the bidding documents the expired Mayor's Permit and its proof of renewal. Renewed Mayor's Permit shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.

	<p>d. In case Registration Certificates from SEC, DTI, and CDA are expired during bid submission, the same shall be included in the bidding documents with attached proof or evidence of renewal.</p> <p>e. Erasures, tampering, and other alterations found on any part of the bidding forms and documents without countersignature of the owner or its authorized representative during the bid opening shall be an outright ground for disqualification of bids.</p> <p>f. Failure to attach a copy of the Single Largest Completed Contract (SLCC) with proof of completion is a valid ground for disqualification of the bidder.</p> <p>g. Failure to attach any documents required by the procuring entity as part of the bidding documents shall also be an outright ground for disqualification of bids.</p>
19.3	<p>The proposed Approved Budget for the Contract for one (1) lot of <i>Early Procurement Activity for the Procurement of Hiring of Security Service Provider (January to December 2023) with Project Identification No. DSWD12-2022-GSS-005-EPA is Sixteen Million One Hundred Ninety-eight Thousand One Hundred Sixty-three Pesos and Eighty-eight Centavos (₱16,198,163.88)</i></p>
20.2	<p>No further instruction.</p>
21.2	<p><i>Duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable. (Should expressly indicate the Authorized representative to transact with the Procuring Entity)</i></p>

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
2.2	No further instructions.
4	The inspections and tests that will be conducted at the project site and actual inspection of the goods/services shall be done as required under Section VII. Technical Specifications.

Section VI. Schedule of Requirements

Schedule of Requirements

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

DSWD12-2022-GSS-004-EPA Early Procurement Activity for the Procurement of Hiring of Security Service Provider (January to December 2023)

Item No.	Description	Quantity	Total	Delivered, Weeks/ Months
1	Hiring of Security Service Provider (January to December 2023)	67 pax	67 pax	The contract shall be for a period of twelve (12) months effective January 01, 2023 to December 31, 2023
	Specifications:			
	1. With free Complete sets of Uniform (Type A)			
	2. With license service fire arms (9mm & Shotgun)			
	3. With Insurance			
	4. With PAG-IBIG			
	5. With individual copy of pay slip			
	6. With Social Security System (SSS)			
	7. With Philhealth			
	8. Mode of payment of salary to the guards must be every 15th & 30th day of the month			
	9. Choice of personnel must be licensed guard from the security agency			
	10. Salary should be debited through individual ATM			
	11. With furnish copy of monthly payroll and statement			
	12. With metal detector			
	13. With flashlight and two-way radio			
	14. Inclusive of Administrative Cost and its breakdown			
	15. Area of assignment (see attached Term of Reference)			
	16. Withy supplies/ materials for compliance to health protocols (mask, face shield, gloves and thermal gun)			
	See attached Terms of Reference for information and guidance			

* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

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

Name of the Company/Bidder

Signature Over Printed Name of the Representative

Date

Section VII. Technical Specifications

Technical Specifications

DSWD12-2022-GSS-004-EPA Early Procurement Activity for the Procurement of Hiring of Janitorial Service Provider (January to December 2023)

Item	Specification	Statement of Compliance
<p>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</p>		
1	Hiring of Security Service Provider (January to December 2023) -67 pax	
	Specifications:	
	1. With free Complete sets of Uniform (Type A)	
	2. With license service fire arms (9mm & Shotgun)	
	3. With Insurance	
	4. With PAG-IBIG	
	5. With individual copy of pay slip	
	6. With Social Security System (SSS)	
	7. With Philhealth	
	8. Mode of payment of salary to the guards must be every 15th & 30th day of the month	
	9. Choice of personnel must be licensed guard from the security agency	
	10. Salary should be debited through individual ATM	
	11. With furnish copy of monthly payroll and statement	
	12. With metal detector	
	13. With flashlight and two-way radio	
	14. Inclusive of Administrative Cost and its breakdown	
	15. Area of assignment (see attached Term of Reference)	
	16. Withy supplies/ materials for compliance to health protocols (mask, face shield, gloves and thermal gun)	
	See attached Terms of Reference for information and guidance	

I hereby certify to comply with all the above requirements.

Name of the Company/Bidder

Signature over Printed Name of the Representative

Date

TERMS OF REFERENCE

Hiring of Security Service Provider for CY 2023
(Covering 01 January 2023 to 31 December 2023)

RATIONALE

The Department of Social Welfare and Development Field Office XII (DSWD FO XII) considers that a secured and safe work environment will contribute to a more productive workforce that will result to an efficient and effective delivery of social welfare and development services to the marginalized sector of society.

The DSWD FO XII has more than one thousand six hundred twenty three (1,623) personnel in its regional office in Koronadal City and Centers and Institutions in Municipality of Tantaran and Cotabato City. It has several facilities that have to be secured from burglary, robbery, theft, sabotage, fire, vandalism, unruly rallies and other unlawful acts. These facilities and properties are the following: CIU Satellite Offices in South Cotabato, Sultan Kudarat, Sarangani, North Cotabato, Cotabato City and General Santos. Warehouses located in different areas in the Municipality of Tantaran including the Regional Office located at Carpenter Hills, Koronadal City. The Department is obliged to have Security Services to safeguard the areas and facilities that are off limits to the public.

Thus, DSWD requires the services of a Service Provider that will secure its personnel, properties, facilities as well as clients.

LEGAL BASIS

The General Provision of the Annual General Appropriations Act provides that "Departments, bureaus, offices, or agencies of the National Government, as well as GOCCs, are hereby authorized to enter into service contracts, with other government agencies, private firms or individuals and non-governmental organizations for services related or incidental to their respective functions and operations, whether on part-time or full-time basis. xxx Service contracts may also be entered into by the agency for janitorial, security and other related services, whenever practicable and cost-effective for the government."

SCOPE OF WORK

The Service Provider

1. The Service Provider shall provide qualified and competent security guards to the following offices and facilities of the Department:

Office/Facilities	Location	No. of Guards
Field Office (FO)	Purok Bumanaag, Brgy Zone III, Koronadal City	12
Regional Office (RO)	Regional Center, Carpenter Hills, Koronadal City	6
CCAM Office	Arrelano St., Koronadal City	1
RRCY	Tantaran, South Cotabato	8
RSCC	Tantaran, South Cotabato	8
HFGW	Tantaran, South Cotabato	4
CH	Tantaran, South Cotabato	4
DRMD Two (2) Warehouses	Tantaran, South Cotabato	8
CIU Koronadal Satellite Office	Maranion, Koronadal City	4
CIU South Cotabato Satellite Office	Surallah, South Cotabato	2
CIU Sultan Kudarat Satellite Office	Tacurong City, Sultan Kudarat	2
CIU North Cotabato Satellite Office	Kidapawan City, North Cotabato	2
CIU North Cotabato Satellite Office	Midsayap, North Cotabato	1

CIU Cotabato City Satellite Office	Cotabato City	2
CIU SARGEN Satellite Office	General Santos City	3
Total		67

2. The Service Provider shall be responsible for the following:
 - 2.1. Protect the DSWD FO XII buildings, facilities, properties, and personnel belongings in the area of jurisdiction from disturbance, burglary, robbery, vandalism, pilferage, theft, sabotage and other unlawful acts. Any incident as such shall be immediately reported to the Administrative Division (AD) Chief through the General Services Sections (GSS) for the appropriate action;
 - 2.2. Secure and defend from harm the DSWD FO XII officials and employees, including its visitors while they are within the area of jurisdiction;
 - 2.3. Implement the DSWD FO XII security measures and other security related policies which may be promulgated from time to time;
 - 2.4. Submit daily reports and other reports as may be required by the DSWD FO XII on security activities;
 - 2.5. Monitor and log all leaving and arriving DSWD FO XII and private vehicles. A monthly summary report of all vehicles coming in and out of the premises must be submitted to, General Services Division (GSD);
 - 2.6. Provide Identification Cards (IDs) for visitors and CIU clients of DSWD FO XII;
 - 2.7. Conduct regular patrol within the vicinity to maintain peace and order; and
 - 2.8. Implement the DSWD FO XII existing Security Protocols and Guidelines on Safety and Security Measures.
3. The Service Provider shall provide the required security equipment and all its peripherals:
 - a. License fire arms (9mm & shotgun)
 - b. Metal detector
 - c. Flashlight
 - d. Two-way radio
 - e. Complete sets of Uniform (Type A)
4. Except from fortuitous events and/or negligence of the DSWD FO XII officials and employees, the Service Provider shall be accountable for the following:
 - 4.1. Any loss or damages to all property appearing in the Inventory Report and/or other reports/documents which serve as proof of the DSWD FO XII ownership of the property; and
 - 4.2. Any damages due to the act, fault or negligence in the performance of duty of the security personnel.
5. The Service Provider shall pay for the damages through deduction from its monthly billing. In case that the cost of damages cannot be covered by its collectibles from the DSWD FO XII, the Service Provider shall pay in cash or restore the property at its expense within one (1) month from notice.

6. The Service Provider shall at all times be solely liable and responsible for the enforcement of and compliance with all existing laws, rules and regulations on labor, personnel wages/salaries/benefits, rights and privileges, particularly the Labor Code, Social Security System, Employees Compensation Commission, Philippine Health Insurance, among others. The Service Provider shall hold the Department free from any liabilities in respect thereto and/or which may arise therefrom.

The DSWD FO XII

7. DSWD FO XII shall provide an updated List of Inventory of Property from AD - Property Asset and Management Section to the Service Provider at the start of the engagement. The updated list or other documents such as Property Accountability Receipts (PAR) shall be provided to the Service Provider from time to time to update the List of Inventory.
8. DSWD FO XII shall pay the Service Provider within fifteen (15) days upon receipt of the bill, daily time records of the security guards, certificates of service rendered and other required reports.
9. A creditable withholding tax shall be deducted from the monthly gross bill amount, broken down as follows:

Expanded Value Added Tax (EVAT) - 5%	
Expanded Withholding Tax	- 2%
10. The security personnel to be provided by the Service Provider shall not be related to any DSWD FO XII personnel within the 3rd degree of consanguinity or affinity in the area or facilities of the DSWD FO XII being serviced and as such, the latter shall not in any manner be liable or responsible for any personal injury or damages, including death, caused by said security personnel assigned to the Department during the lawful performance of their duties.

Other Terms and Conditions

11. The Security Service Provider must be able to provide to the security guards in the performance of this Contract, the following conditions:
 - a. With insurance
 - b. With Pag-Ibig
 - c. With individual copy of pay slip
 - d. With SSS
 - e. With Philhealth
 - f. Mode of payment of salary to the guards must be every 15th and 30th day of the month
 - g. Salary should be through individual ATM
 - h. With furnish copy of Monthly Payroll and Statement
 - i. Inclusive of Admin. Cost and its breakdown
 - j. With supplies/materials for compliance to health protocols (masks, face shields, gloves & thermal gun)
12. In the event that the security contract expires without a successful procurement of security services, the contract may be extended subject to the availability of funds.
13. The Service Provider shall be willing to absorb at least fifty percent (50%) of the existing total number of security personnel assigned in Field Office, Center and Institutions, Warehouses, CIU Satellite Offices, and Regional Office.

14. The Service Provider shall provide five (5) relevant trainings/seminars to its security personnel within the contract period. The official documentation on the proceedings shall be submitted to the AD Chief within seven (7) working days after the conduct of the activity.
 15. The Service Provider shall pay in advance the salary and other benefits of its security personnel to comply with the labor laws. Any delay and non-payment of salaries and other benefits to any security personnel by the Service Provider are grounds for the immediate termination of the contract.
 16. DSWD FO XII shall not be held liable for any claims of the Agency's assigned security guards for their salaries and wages, benefits, compensation for death or sickness due to them or for any other claim arising from or in connection with their employment with the Agency except those required by law to be paid by the Department through the Agency.
 17. The Service Provider shall submit to DSWD FO XII, together with its *monthly invoices*, duly certified copy of the immediately preceding *payroll* and a *sworn certification/undertaking* duly executed by its General Manager/President stating that all workers and/or personnel assigned to DSWD FO XII pursuant to this Agreement have been paid the required minimum wage and other mandatory benefits that they are entitled to under the law at least for the previous quarter with a commitment to pay the following quarter. The *proof of payment of membership and remittances* including the Alpha List of covering at least the previous quarter must support the processing of payment. DSWD XII shall not process any billings that are not accompanied by the aforementioned document. If the billing is in order, DSWD agrees to pay the Service Provider as soon as possible from receipt of such billings and shall pay within a period of fifteen (15) days from its receipt.
- All billings must be submitted to DSWD FO XII every 1st week of the month for timely processing of payment and in compliance to strict implementation of its Monthly Cash Program.
18. The Service Provider shall not terminate any assigned security guard in any offices of the DSWD FO XII without the approval of the Regional Director or the Chief of the Administrative Division.
 19. The Service Provider shall be ready at all times to provide additional security service requirements of DSWD during significant events involving the Chief Executive, emergency situations, and/or disaster operations at its premises.
 20. DSWD FO XII may increase or decrease the number of assigned regular duty guards by thirty percent (30%) whenever necessary during the contract period including provision of additional handheld radio and equipment in case of rallies or public demonstration, disaster and/or emergency situations subject to availability of funds.
 21. DSWD FO XII may re-assign or request replacement of the guards any time during the contract period with or without cause.
 22. The posting of the security personnel shall be as follows:

Shift	Time	Number of Security	Total
Morning Shift	5:00 A.M. to 1:00 P.M.	67 to be assigned on rotation basis	67
Afternoon Shift	1:00 P.M. to 9:00 P.M.		

Evening Shift	9:00 P.M. to 5:00 A.M.		
Total			67

A 15-minute period before the start of the shift shall be observed for briefing and transition purposes, to wit:

Shift	Time
Morning	4:45 A.M.
Afternoon	12:45 P.M.
Evening	8:45 P.M.

INSTITUTIONAL ARRANGEMENT

The Service Provider shall be responsible to the Administrative Division through General Services Section (GSS). All reports shall be submitted to the Chief Administrative Officer thru the GSS Section Head who shall supervise and monitor the implementation of security services of the Service Provider.

BUDGETARY REQUIREMENT

DSWD FO XII shall pay the Service Provider, subject to applicable taxes, a fixed cost as follows chargeable against funds of AD-GASS, DRMD, CCAM, and CIU Funds. The contract shall be for 12 months, covering the period of 01 January 2023 to 31 December 2023.

Amount per Guard:

- Twenty Thousand One Hundred Forty-Six Pesos and 97/100 (P20, 146.97) per month per guard on a twelve (8) hour daily duty.

Total Amount per Month (8-hr shift):

- One Million Three Hundred Forty-Nine Thousand Eight Hundred Forty-Six Pesos and 99/100 (P1, 349,846.99).

Total Amount in Twelve (12) Months (8-hr shift):

- Sixteen Million One Hundred Ninety-Eight Thousand One Hundred Sixty-Three Pesos and 88/100 (P16, 198,163.88).

Source of Funds	Amount for 2023
AD-GASS	P4,351,745.52
DRMD	P1,934,109.12
Center and Institutions	P5,802,327.36
CCAM	P241,763.64
CIU	P3,868,218.24
Total Amount	P16,198,163.88

These amounts are for the services of sixty seven (67) security guards including their security equipment (please refer to Annex A for the breakdown of estimated contract price per month).

If, during the effectivity of the Contract between the Service Provider and the DSWD FO XII, a wage order or pertinent laws shall be implemented increasing the minimum wage or providing additional benefits to employees in private sector, **the rates herein shall be adjusted accordingly**. The Service Provider shall comply with the wage increase. Salary adjustment within the Contract Duration under DOLE Wage Order shall be on the account of the Service Provider. DSWD FO XII shall adjust the contract in accordance with the wage order increasing the minimum wage.

DSWD FO XII shall pay the Service Provider the adjusted rates, upon receipt of the billing statement, pursuant to the wage order or pertinent laws increasing the minimum wage or providing additional benefits to employees to private sector.

QUALIFICATION OF THE SERVICE PROVIDER

The Service Provider must possess a good track record in security services business for at least two (2) years. Thus, a certification that the Service Provider has at least two (2) years' experience in security services with satisfactory performance from clients is required.

The **SERVICE PROVIDER** must submit the following requirements:

1. Certification stating that Service Provider have at least three (3) existing projects to date with certification of satisfactory performance [must be duly notarized and in original form];
2. Certification stating that the Service Provider has at least three (3) years' experience in security services [must be duly notarized and in original form];
3. Certificate from the bidder under oath of its compliance with existing labor laws and standard [must be duly notarized and in original form];

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

1. Clearance from DOLE Regional Office where the principal office of the bidder is situated, stating that the bidder has no pending administrative case for violation of the minimum wage laws, rules and regulations [must be original copy and issued on the current year];
2. Clearance from the National Labor Relations Commission (NLRC) stating that the bidder has no pending Administrative Case for violation of the minimum wage laws and other applicable labor rules and regulations (covering the period CY 2021 and 2022). The said certification must be issued on the current year [must be duly notarized and in original form];
3. Certification from the bidder under its oath of its compliance with existing labor laws and standard [must be duly notarized and in original form] with the following documents.
 - 3.1. Proof of payment and undertaking of the benefits paid;
 - 3.2. PHILHEALTH Certification/Clearance - Membership and paid remittances of all existing personnel for CY 2022 including the alpha list. Certification/Clearance must be issued on the current year;
 - 3.3. PAG-IBIG Certification/Clearance - Membership and paid remittances of all existing personnel for CY 2022 including the alpha list. Certification/Clearance must be issued on the current year;
 - 3.4. SSS Certification/Clearance - Membership and paid remittances of all existing personnel for CY 2022 including the alpha list. Certification/Clearance must be issued on the current year.

QUALIFICATION OF THE SECURITY PERSONNEL TO BE ASSIGNED

The guards that shall be assigned by the Service Provider to the Department shall possess the following qualifications:

1. With valid security guard license, license to carry firearms and license/training to use handheld radios;
2. Bonded with at least P1,000 per guard;
3. At least High School graduate but with required training on security services;
4. Must have undergone the pre-licensing training course conducted by the licensed training school accredited by Security Agency and Guards Supervision Division (SAGSD) of the Philippine National Police (PNP) containing subjects on public relation, values formation, courtesy and discipline;
5. For Security Officer, he must have training on supervisory course and/or whichever is applicable for an officer being conducted by authorized/accredited SAGSD of PNP and must have passed the General Knowledge Exam to secure Security License Card for Security Officer pursuant to Republic Act No. 5487;
6. Physically and mentally fit; passed the Psychological Test, Drug Test and Medical Clearance;
7. With good moral character; possess clearances from Philippine National Police and National Bureau of Investigation (NBI).

The Contract of security services of the Department shall be awarded to the Lowest Calculated and Responsive Bidder (LCRB).

Annex “A”

Below are the breakdown of estimated contract per month for the Security Services for One (1) Year Contract:

Item no.	Description			Total Price
	No. of Days per Week	No. of Days per year	Daily Wage	
	Amount Directly to Security Guard			
	Basic Pay			
	13 th Month pay			
	Incentive Pay			
	Night Differential Pay			
	Uniform Allowance (RA 5487)			
A.	TOTAL AMOUNT DIRECTLY TO SECURITY GUARD			
	Amount to Government in favour of the Security Guard			
	SSS Premium			
	Philhealth Contribution E/R Share			
	EC Insurance Premiums			
	PAG-IBIG Fund Contribution			
B.	TOTAL AMOUNT TO GOVERNMENT IN FAVOR OF SECURITY GUARD			
C.	TOTAL PAID TO SECURITY GUARD AND GOVERNMENT			
D.	ADMINISTRATIVE OVERHEAD AND AGENCY FEE			
E.	VALUE ADDED TAX (12% VAT)			
F.	TOTAL CONTRACT RATE FOR EIGHT (8) HOURS			
G.	TOTAL AMOUNT FOR FIFTY ONE (67) SECURITY GUARDS PER MONTH			
H.	TOTAL AMOUNT FOR ONE (1) YEAR			
	Amount in figures:			
	Amount in words:			

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (f) 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**
- ☐ (g) 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**
- ☐ (h) 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**
- ☐ (i) Conformity with the:
 - i. Technical Specifications
 - ii. production/delivery schedule
 - iii. manpower requirements
 - iv. after-sales/parts; **and**
- ☐ (j) 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

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding

calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- ☐ (l) 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

- ☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- ☐ (n) *[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.
- ☐ (o) 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).



AUTHORITY OF SIGNATORY

SECRETARY’S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of _____ Project ID-No. _____ by the _____; and that if awarded the project shall enter into a contract with the _____; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of he Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

Bid Form

Date: _____

No. _____

To: **DSWD Field Office XII**

Purok Bumanaag, Zone III

Koronadal City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and

_____ in conformity with the said Bidding Documents for the sum

_____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide this Bid for the Bid Validity Period specified in Clause 20.1 of the Bid Date Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name and address Of agent	Amount and Currency	Purpose of Commission or Gratuity
_____ none _____	_____ none _____	_____ none _____
_____	_____	_____
_____	_____	_____

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

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

We certify/confirm that we comply with the eligibility requirements as per Instructions to Bidders Clause 5 of the Bidding Documents.

Dated this _____ day of _____, **2022**

Signature

in the capacity of

Duly authorized to sign Bid for and on 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.

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]

For Goods Offered From Within the Philippines

Name of Bidder _____. Invitation to Bid¹ Number __. Page of ____.

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

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

¹ If ADB, JICA and WB funded projects, use IFB.

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name: _____

Business Address: _____

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

Note: This statement shall be supported with:

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

Submitted by: _____

Printed Name & Signature

Designation: _____

Date: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Statement of all Government & Private Contracts completed which are similar in nature

Business Name: _____

Business Address: _____

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

Note: This statement shall be supported with:

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

Submitted by: _____

Printed Name & Signature

Designation: _____

Date : _____