



BIDS AND AWARDS COMMITTEE

BIDDING DOCUMENTS

PROCUREMENT OF SECURITY SERVICES FOR DSWD FIELD OFFICE 1 FOR CY 2023 (EARLY PROCUREMENT ACTIVITY)

Approved Budget for the Contract:

***Nineteen Million Eight Hundred Seventeen Thousand Four
Hundred Twenty Pesos & 85/100 (PhP19,817,420.85)***

**Project Identification Number:
22-DSWDF01-11 EPA**

November 2022

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of

Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and AbbreviationsError! Bookmark not defined.
Section I. Invitation to Bid	5
Section II. Instructions to Bidders	8
1. Scope of Bid	9
2. Funding Information	9
3. Bidding Requirements	9
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	9
5. Eligible Bidders	9
6. Origin of Goods	10
7. Subcontracts	10
8. Pre-Bid Conference	10
9. Clarification and Amendment of Bidding Documents	10
10. Documents comprising the Bid: Eligibility and Technical Components	10
11. Documents comprising the Bid: Financial Component	11
12. Bid Prices	11
13. Bid and Payment Currencies	12
14. Bid Security	12
15. Sealing and Marking of Bids	12
16. Deadline for Submission of Bids	12
17. Opening and Preliminary Examination of Bids	13
18. Domestic Preference	13
19. Detailed Evaluation and Comparison of Bids	13
20. Post-Qualification	14
21. Signing of the Contract	14
Section III. Bid Data Sheet	15
Section IV. General Conditions of Contract	17
1. Scope of Contract	18
2. Advance Payment and Terms of Payment	18
3. Performance Security	18
4. Inspection and Tests	18
5. Warranty	19
6. Liability of the Supplier	19
Section V. Special Conditions of Contract	20
Section VI. Schedule of Requirements	25
Section VII. Technical Specifications	27
Section VIII. Checklist of Technical and Financial Documents	48

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.

PROCUREMENT OF SECURITY SERVICES FOR DSWD FIELD OFFICE 1 FOR CY 2023 (EARLY PROCUREMENT ACTIVITY)

PROJECT IDENTIFICATION No. 22-DSWDFO1-11 EPA

1. The *Department of Social Welfare and Development – Field Office 1 (DSWD - FO 1)*, through the *General Appropriations Act CY 2023*¹ intends to apply the sum of *Nineteen Million Eight Hundred Seventeen Thousand Four Hundred Twenty Pesos and 85/100 (PhP19,817,420.85)* being the ABC to payments under the contract for *Procurement of Security Services for DSWD Field Office 1 for CY 2023 (Early Procurement Activity) (22-DSWDFO1-11 EPA)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DSWD – FO 1* now invites bids for the above Procurement Project. Delivery of the Goods required is *upon receipt of Notice to Proceed*. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *DSWD - FO 1 Bids and Awards Committee Secretariat* and inspect the Bidding Documents at the address given below during *8:00 AM to 05:00 PM, Mondays to Fridays*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *08-28 November 2022* 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 (PhP25,000.00) only*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through an authorized representative.
6. The *DSWD - FO 1* will hold a Pre-Bid Conference² on *16 November 2022 at 2:00 PM* at the *DSWD - FO 1 Panlipunan Hall, Quezon Avenue, City of San Fernando, La Union*, and/or through video conferencing or webcasting via Google Meet at this link meet.google.com/rev-qqqr-zpd, which shall be open to prospective bidders.

¹ Ibid.

² 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.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **28 November 2022 at 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 **28 November 2022 at 10:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **DSWD – FO 1** 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.
11. For further information, please refer to:

HERMINIGILDA L. SONSON

Head, Bids and Awards Committee Secretariat

DSWD Field Office 1, Quezon Avenue, City of San Fernando, La Union

Trunk Line Number: (072) 687-80-00 local 222

Email Address: bac.fo1@dswd.gov.ph

Fax Number: (072) 888-21-84/888-25-05

Website: <http://www.fo1.dswd.gov.ph>

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://www.philgeps.gov.ph>

<https://fo1.dswd.gov.ph/2022---procurement-opportunities/>

04 November 2022

Sgd.

MELECIO C. UBILAS, JR.

Chief Administrative Officer

Chairperson, Bids and Awards Committee

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 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 ***FY 2023*** in the amount of ***Nineteen Million Eight Hundred Seventeen Thousand Four Hundred Twenty Pesos and 85/100 (PhP19,817,420.85)***.

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 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 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

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 ***DSWD-FO 1 Panlipunan Hall, Quezon Avenue, City of San Fernando, La Union*** and/or through Google Meet at this link meet.google.com/rev-qogr-zpd 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 *three (3) 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.

12. Bid Prices

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

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration³ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until ***120 calendar days after 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 (1)*** original and ***two (2)*** copies 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

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**.

³ 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.

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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

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

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> <ul style="list-style-type: none"> a. <i>Procurement of Security Services</i> b. completed within three (3) years prior to the deadline for the submission and receipt of bids. c. One (1) completed contract with at least 50% of the ABC similar to the project
12	The price of the Goods shall be quoted DDP <i>as stated on the Terms of Reference</i> 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> <ul style="list-style-type: none"> a. The amount of not less than 2% of ABC which is equivalent to Three Hundred Ninety-six Thousand Three Hundred Forty-eight Pesos and 42/100 Pesos (PhP396,348.42) only, 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 5% of ABC which is equivalent to Nine Hundred Ninety Thousand Eight Hundred Seventy-one Pesos and 04/100 Pesos (PhP990,871.04) only if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.</p> <p>Ensure that envelopes are properly sealed and marked.</p>
20	A copy of Payroll must be presented during the Post-Qualification.

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. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</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>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p>MS. MARY CLAIRE S. EGUILOS Admin Officer IV Head, General Services Section</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><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	<p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></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>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</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:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</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> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment is indicated on the Terms of Reference for the project.
4	N/A

Section VI. Schedule of Requirements

Procurement of Security Services for DSWD Field Office 1 for CY 2023 (Early Procurement Activity)

CONTRACT DURATION

- The proposed contract for Security Services covers the period of twelve (12) months to commence upon receipt of the Notice to Proceed in 2023 to conform to the approved budget for the year.

PROJECT SITES

AREA OF ASSIGNMENT	NUMBER OF SG	SHIFTING SCHEDULE		
		1 st SHIFT (8 hours)	2 nd Shift (8 hours)	3 rd Shift (8 hours)
1. DSWD FO 1 Proper Quezon Avenue, City of San Fernando, La Union	8 SGs Monday - Friday	3	3	2
	6 SGs Saturday - Sunday	2	2	2
2. RPMO – KC NCDDP P. Burgos St., City of San Fernando, La Union	3	1	1	1
3. RPMO- Pantawid Pamilya and POO La Union Quezon Avenue, City of San Fernando, La Union	3	1	1	1
4. POO - Dagupan City Dagupan City Pangasinan	3	1	1	1
5. POO - Vigan City Quezon Avenue, Vigan City, Ilocos Sur	3	1	1	1
6. POO - Laoag City Laoag City, Ilocos Norte	3	1	1	1
7. SWAD Dagupan City, Pangasinan	3	1	1	1
8. SWAD Laoag City, Ilocos Norte	3	1	1	1
9. Social Welfare Multi-Purpose Building Rosales, Pangasinan	3	1	1	1
10. HFE, San Juan, La Union	3	1	1	1
11. RRCY, Bauang, La Union	15	5	5	5
12. HFG, Agoo, La Union	5	2	1	2
13. HFC, Dagupan City	4	2	1	1
14. HFW, Dagupan City	5	2	1	2
15. AVRC 1, New Building, Dagupan City	3	1	1	1

16. AVRC 1, Old Building, Dagupan City	3	1	1	1
17. Warehouse Biday, City of San Fernando, La Union	3	1	1	1
18. Warehouse Urayong, Bauang, La Union	3	1	1	1
19. Warehouse Laoag Laoag City, Ilocos Norte	3	1	1	1
Total	79	For Mondays to Fridays		
	77	For Saturdays and Sundays		

CONFORME:

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

TERMS OF REFERENCE

SECURITY SERVICES for CY 2023

A. SCOPE OF WORK

1. The Service Provider shall provide security and allied services to the following areas of assignment and must render eight (8) hours a day per shift based on the prescribed Work Schedule provided:

AREA OF ASSIGNMENT	NUMBER OF SG	SHIFTING SCHEDULE		
		1 st SHIFT (8 hours)	2 nd Shift (8 hours)	3 rd Shift (8 hours)
1. DSWD FO 1 Proper Quezon Avenue, City of San Fernando, La Union	8 SGs Monday - Friday	3	3	2
	6 SGs Saturday - Sunday	2	2	2
2. RPMO – KC NCDDP P. Burgos St., City of San Fernando, La Union	3	1	1	1
3. RPMO- Pantawid Pamilya and POO La Union Quezon Avenue, City of San Fernando, La Union	3	1	1	1
4. POO - Dagupan City Dagupan City Pangasinan	3	1	1	1
5. POO - Vigan City Quezon Avenue, Vigan City, Ilocos Sur	3	1	1	1
6. POO - Laoag City Laoag City, Ilocos Norte	3	1	1	1
7. SWAD Dagupan City, Pangasinan	3	1	1	1
8. SWAD Laoag City, Ilocos Norte	3	1	1	1
9. Social Welfare Multi-Purpose Building Rosales, Pangasinan	3	1	1	1
10. HFE, San Juan, La Union	3	1	1	1
11. RRCY, Bauang, La Union	15	5	5	5
12. HFG, Agoo, La Union	5	2	1	2
13. HFC, Dagupan City	4	2	1	1
14. HFW, Dagupan City	5	2	1	2
15. AVRC 1, New Building, Dagupan City	3	1	1	1
16. AVRC 1, Old Building, Dagupan City	3	1	1	1
17. Warehouse Biday, City of San Fernando, La Union	3	1	1	1
18. Warehouse Urayong, Bauang, La Union	3	1	1	1
19. Warehouse Laoag Laoag City, Ilocos Norte	3	1	1	1
Total	79	For Mondays to Fridays		
	77	For Saturdays and Sundays		

2. The **Security Personnel/Guard on Duty** shall be responsible for the following:
- 2.1 Strictly observe and perform the 11 General Orders and Security Guards Code of Conduct;
 - 2.2 Be in the frontline in the preservation of peace and order within DSWD premises;
 - 2.3 Guard and protect the DSWD's buildings, facilities, properties to include lease of properties, and on-going improvements, and personnel belongings in the area of jurisdiction from disturbance, burglary, robbery, vandalism, pilferage, theft, sabotage and other unlawful acts and to report immediately any incident as such to the Administrative Division-General Services Section for appropriate action;
 - 2.4 Ensure the safety and security of DSWD officials and employees, including its visitors and clients and defend them from assault, harassment, threat or intimidation and other criminal acts while they are within the Departments' premises;
 - 2.5 Monitor, log and authorize entrance and departure of employees, visitors, clients, and other persons that have direct transactions with DSWD;
 - 2.6 Monitor and frisk employees and visitors for firearms, deadly weapons, explosives, toxic chemicals, prohibited drugs, contraband items and other similar items. Firearms and other deadly weapons must be deposited to the security at the entrance lobby in exchange for a firearm report/receipt.
 - 2.7 Monitor and log all RP vehicles and private vehicles coming in and out of the DSWD's premises;
 - 2.8 Implements the DSWD's security measures and other security related policies which may be disseminated from time to time such as but not limited to:
 - a. Implement existing Security and Health Protocols and Guidelines on Safety and Security Measures to employees, visitors and clients coming in and out of the DSWD's premises such as:
 - i. Conduct of thermal scanning;
 - ii. Reminding on the proper wearing of face masks; and
 - iii. Assist in the filling out of the Health Declaration form.
 - b. Inspect bags and baggage carried by the staff, clients and visitors coming in and out of the DSWD's premises;
 - c. Conduct of random physical inspection of staff, clients and visitors coming in and out of the DSWD's premises, as warranted;
 - d. Safe keep employees' locator slips and authority to render overtime services for monitoring of employees' whereabouts and turn over the same to the HRMDD - Personnel Administration Section for the FO 1 proper, and to the concerned

Administrative Staff for CRCFs/RPMOs/POOs/Warehouses on a monthly basis;

- e. Safe keep gate pass and borrower slips for monitoring on the status of the items brought out from the office and turn over the same to the AD – Property and Supply Management Section for FO 1 proper and to the concerned Administrative Staff for the CRCFs/RPMOs/POOs/Warehouses on a monthly basis;
 - f. Safe keep vehicle trip tickets for monitoring of RPV's whereabouts and turnover the same to the Administrative Division (AD) - General Services Section for FO 1 proper and to the concern Administrative Staff for the CRCFs on a monthly basis;
- 2.9 Guard, patrol, and round/rove within DSWD FO1/Centers and Residential Care Facilities (CRCF)/RPMOs/POOs/Warehouses' premises to prevent and/or detect signs of intrusions and ensure security of doors, windows, gates, vehicles, equipment, and other properties, etc. as well as to protect all employees, visitors and clients and ensure their safety at all times;
 - 2.10 Issue Identification Cards (IDs) to visitors and clients of DSWD and collect issued ID after the transaction/business is completed;
 - 2.11 Call the police, fire department or ambulance in cases of emergencies such as fire, hazards, criminal activities or any disorder that may put the lives of personnel, visitors and clients and DSWD properties in peril;
 - 2.12 Answer telephone calls, take messages, answer questions, safe keep room or office keys, vehicle keys, and provide information during non-business hours;
 - 2.13 Monitor Closed - Circuit Television (CCTV) and immediately submit report using the prescribed template to Administrative Division – General Services Section/Center Head/RPCs/SWAD Leaders or their representative on any incident needing action for FO 1 proper, CRCFs/RPMOs/POOs/Warehouses;
 - 2.14 Maintain logbook for every designated areas of assignment and make available when needed;
 - 2.15 Assess briefly the condition of the vehicle before departure and upon arrival and check if there are damages and shall record the said damage(s) in their logbook and shall be for inclusion in their daily reports;
 - 2.16 Security personnel/guard must wear the prescribed uniform at all times to ensure compliance of wearing prescribed uniform of SG as mandated by RA 5487.
 - 2.17 Perform other related tasks as may be assigned or as the need arises.

B. REPORTING REQUIREMENTS

1. The **SERVICE PROVIDER's** personnel (Head Guard) shall prepare reports on security activities and other reports as may be required by the DSWD to be submitted at the Administrative Division – General Services Section, such as:
 - a. Daily Activity Report to be submitted daily;
 - b. Weekly Report on CCTV, to be submitted every Monday of the following week;
 - c. Monthly Detailed Duty Order (DDO), to be submitted every 30th day of the preceding month;
 - d. Valid License of Firearms, to be submitted upon commencement of contract & upon renewal of license;
 - e. License to Exercise Security Profession, to be submitted upon endorsement of SG/s & upon renewal of license;
 - f. Incident Report to be submitted within the day of the occurrence of incident/s; and
 - g. Roster/List of Security Personnel assigned at DSWD FO 1, RPMOs, POOs, CRCFs and SWAD Offices, to be submitted upon commencement of contract and to updated monthly.

C. GENERAL CONDITIONS

The **Service Provider** shall:

1. Provide a security plan, conduct ocular/site inspection without any additional charge or fees and recommend measures that are necessary to safeguard the premises, properties, and personnel of the agency;
2. Provide security personnel/guard to render duty exclusively for DSWD based on the provided shifting schedule;
3. Maintain at all times the aforementioned number of personnel to ensure continuous and uninterrupted services by immediately providing reliever/s and/or replacement in cases of emergency/ies or leave of absence of security guards;
4. Be ready at all times to provide additional security service requirements of DSWD during emergency situations and/or disaster operations;
5. Provide adequate uniforms and appropriate Identification Cards to its security personnel at the expense of the Service Provider and shall be worn by the Security Guards at all times;
6. Issue of Duty Detail Order (DDO) for every assignment of security guards;

7. Conduct regular weekly monitoring and spot check of Security Guards on duty in their areas of assignment especially those on the night shift duty, and provide feedback, consultation or dialogue with the General Services Section Head and/or Heads of other deployment sites regarding Security Guards performance and other security related matters;
8. Willing to absorb at least thirty percent (30%) of the existing total number of the security personnel;
9. 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 (SSS), Employees Compensation (EC) among others. The Department shall be free from any liabilities in respect thereto and/or which may arise therefrom; Comply with the provisions of the Labor Code and shall be solely responsible for liabilities arising out of non-compliance. Insurance and accident risks for the security personnel shall be the responsibility of the Service Provider.
10. At all times use all reasonable efforts to maintain discipline and good order among its personnel. Any act of indiscipline, misconduct, theft, pilferage on the part of any personnel engaged by the **Service Provider** resulting in loss to the DSWD, will be viewed seriously. The DSWD has the right to take appropriate action, including the termination of the contract.
11. Except from fortuitous events and/or negligence of the Department's officials and employees, the Service Provider shall be accountable for:
 - a. Any damage or loss of government property appearing in the Inventory Report and/or other reports/documents which serve as proof of the Department's ownership of the property; and
 - b. Any damages due to the act, fault or negligence in the performance of duty of the security personnel.
12. Pay for the damages through the deduction from its monthly billing. However, in case that the cost of damages cannot be covered by its collectibles from the Department, the Service Provider shall pay in cash or repair/replace the property at its expense within one (1) month from notice; and
13. Provide office supplies and materials to be used by the Security Guards such as log books, ball pen, bond paper, etc, and IDs for visitors, MTA and CIS clients of DSWD.

For the DSWD

1. Provide an updated List of Inventory of Property at the start of the engagement c/o of the Property and Supply Section (PSS);
2. Process payment within fifteen (15) days upon receipt of the billing and/or statement of account with complete attachments and issue corresponding Tax Certificates;

3. Request replacement or reassignment of security guards any time during the contract period with or without cause for the best welfare and interest of the DSWD, clients, stakeholders and staff;
4. Register Security Guards in the biometrics for more accurate monitoring of attendance/DTR;
5. Provide orientation on office policies and guidelines; and
6. Provide orientation of Gender and Development for the SGs to be assigned in the CRCF.

D. OTHER TERMS AND CONDITIONS

The Service Provider shall:

1. Pay at least the minimum wage and all other mandatory benefits and privileges to its security personnel assigned in DSWD on time such as:
 - Basic Salary – existing regional minimum wage
 - Additional Compensation for authorized (with Certification issued by the DSWD) overtime, holidays, and night differential pay. The services rendered during holidays (regular and special) will be treated as regular working hours and additional compensation will be granted in accordance with existing rules and regulations pertaining to DOLE Department Order no. 150-16 series of 2016.
 - Mandatory Deductions
 - a. SSS premiums (based on SSS table)
 - b. Philhealth premium (based on table)
 - c. Pag-IBIG contributions (based on table)
 - d. State Insurance Fund/EC
 - e. Retirement Pay
 - Benefits and Incentives
 - a. 5-day leave of absence with pay per year
 - b. 13th Month pay
 - c. Uniform Allowance
2. Provide Uniforms and other paraphernalia
 - a. Identification Cards;
 - b. Prescribed Complete Uniforms to include whistle, baton, flashlight, and first aid kit;
 - c. Personal Protective Equipment (PPE) – High Visibility Vest and gloves and supplies for health protocols;
 - d. Handheld radio with 5 km radius – Three (3) sets for Field Office 1, Two 2 sets for the rest of the areas to be covered while 8 sets handheld radio for RRCY;
 - e. Licensed firearms with ownership undertaking and proof of license; and
 - f. One (1) unit metal detector for each area to be covered.

3. Submit to DSWD, together with its monthly invoices, a sworn certification/undertaking duly executed by its General manager/President stating that all security personnel assigned at DSWD FO 1 pursuant to this Agreement have been paid the required minimum wage, other mandatory benefits and privileges they are entitled to under the law. DSWD shall not process any billings that are not accompanied by the aforementioned certificate;
4. Submit all statement of accounts/billings supported by the following:
 - a. payroll showing the name of assigned security personnel, actual number of days rendered for the period, salary and mandatory deductions both employer and employee for the period;
 - b. Daily Time Record (DTR) for the billing period covered, duly signed by the security personnel and authorized representative of the service provider, copy of attendance sheet or logbook and Summary of Days and Total Number of Hours Rendered;
 - c. Copy/certified photocopy of proof of remittance including alpha list of prescribed remittance of the mandatory deductions to SSS, Philhealth, Pag-IBIG and BIR monthly following the period covered.
 - d. Breakdown of costing for security personnel compensation in each area of assignment;
 - e. Processing of bi-monthly payment to the service provider shall commence upon receipt of Statement of Accounts/Billings with complete supporting documents. If the billing is in order, DSWD agrees to pay the SERVICE PROVIDER within a period of fifteen (15) days upon receipt of the statement of account/billing with complete supporting documents.
5. Payment of salaries shall be made every 10th and 25th of the month. Delayed payment of salaries of security personnel shall be the basis for evaluation and ground for early termination of the contract, subsequently be grounded for blacklisting to the department and even recommend such to all other government agencies/offices.
6. Provide security personnel copy of their pay slip as proof of payment with complete information including the name and address of the SERVICE PROVIDER and DSWD as its client office duly signed by the authorized personnel of the SERVICE PROVIDER and its employees.
7. Abide by all the stipulations under the existing Labor Code. If during the effectivity of the Contract between the SERVICE PROVIDER and the Department, 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. The salary adjustment within the contract duration under DOLE Wage Order shall be on the account of the Service Provider.

E. QUALIFICATION OF THE SECURITY PERSONNEL TO BE ASSIGNED

The Service Provider shall provide 77 to 79 abled security personnel with 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 P1,000.00 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 the Head Guard, he must have training on supervisory course and/or whichever is applicable for an officer being conducted by authorized/accredited SAGSD of PNP;
6. Physically and mentally fit, passed the Psychological Test, Drug Test and Medical Clearance; and
7. With good moral character and reputation and with no derogatory record, possess clearances from PNP and NBI.

F. RESERVATION CLAUSE FOR THE CONTRACT

1. There is increase in minimum daily wage pursuant to law or new wage order or additional benefits to employees in the private sector issued after date of bidding;
2. There is increase/decrease in mandatory government contributions (SSS, PAG-IBIG, PHILHEALTH);
3. There is an increase in taxes;
4. During the term of the contract when DSWD sees the need for an increase or decrease in the number of Security Guards, the resulting cost of said increase or decrease, provided that the ABC for the relevant year has not exceeded;
5. The Department may increase or decrease the number of assigned regular duty guards by twenty percent (20%) whenever necessary during the contract period including provision of additional handheld radio and equipment in public demonstration, disaster and emergency situations.

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

Procurement of Security Services for DSWD Field Office 1 for CY 2023 (Early Procurement Activity)

Item	Specification	Statement of Compliance ¹																																																														
	<p>A. SCOPE OF WORK</p> <p>1. The Service Provider shall provide security and allied services to the following areas of assignment and must render eight (8) hours a day per shift based on the prescribed Work Schedule provided:</p> <table><tr><th rowspan="2">AREA OF ASSIGNMENT</th><th rowspan="2">NUMBER OF SG</th><th colspan="3">SHIFTING SCHEDULE</th></tr><tr><th>1st SHIFT (8 hours)</th><th>2nd Shift (8 hours)</th><th>3rd Shift (8 hours)</th></tr><tr><td rowspan="2">1. DSWD FO 1 Proper Quezon Avenue, City of San Fernando, La Union</td><td>8 SGs Monday - Friday</td><td>3</td><td>3</td><td>2</td></tr><tr><td>6 SGs Saturday - Sunday</td><td>2</td><td>2</td><td>2</td></tr><tr><td>2. RPMO – KC NCDDP P. Burgos St., City of San Fernando, La Union</td><td>3</td><td>1</td><td>1</td><td>1</td></tr><tr><td>3. RPMO- Pantawid Pamilya and POO La Union Quezon Avenue, City of San Fernando, La Union</td><td>3</td><td>1</td><td>1</td><td>1</td></tr><tr><td>4. POO - Dagupan City Dagupan City Pangasinan</td><td>3</td><td>1</td><td>1</td><td>1</td></tr><tr><td>5. POO - Vigan City Quezon Avenue, Vigan City, Ilocos Sur</td><td>3</td><td>1</td><td>1</td><td>1</td></tr><tr><td>6. POO - Laoag City Laoag City, Ilocos Norte</td><td>3</td><td>1</td><td>1</td><td>1</td></tr><tr><td>7. SWAD Dagupan City, Pangasinan</td><td>3</td><td>1</td><td>1</td><td>1</td></tr><tr><td>8. SWAD Laoag City, Ilocos Norte</td><td>3</td><td>1</td><td>1</td><td>1</td></tr><tr><td>9. Social Welfare Multi-Purpose Building Rosales, Pangasinan</td><td>3</td><td>1</td><td>1</td><td>1</td></tr><tr><td>10. HFE, San Juan,</td><td>3</td><td>1</td><td>1</td><td>1</td></tr></table>	AREA OF ASSIGNMENT	NUMBER OF SG	SHIFTING SCHEDULE			1 st SHIFT (8 hours)	2 nd Shift (8 hours)	3 rd Shift (8 hours)	1. DSWD FO 1 Proper Quezon Avenue, City of San Fernando, La Union	8 SGs Monday - Friday	3	3	2	6 SGs Saturday - Sunday	2	2	2	2. RPMO – KC NCDDP P. Burgos St., City of San Fernando, La Union	3	1	1	1	3. RPMO- Pantawid Pamilya and POO La Union Quezon Avenue, City of San Fernando, La Union	3	1	1	1	4. POO - Dagupan City Dagupan City Pangasinan	3	1	1	1	5. POO - Vigan City Quezon Avenue, Vigan City, Ilocos Sur	3	1	1	1	6. POO - Laoag City Laoag City, Ilocos Norte	3	1	1	1	7. SWAD Dagupan City, Pangasinan	3	1	1	1	8. SWAD Laoag City, Ilocos Norte	3	1	1	1	9. Social Welfare Multi-Purpose Building Rosales, Pangasinan	3	1	1	1	10. HFE, San Juan,	3	1	1	1	
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La Union				
11. RRCY, Bauang, La Union	15	5	5	5
12. HFG, Agoo, La Union	5	2	1	2
13. HFC, Dagupan City	4	2	1	1
14. HFW, Dagupan City	5	2	1	2
15. AVRC 1, New Building, Dagupan City	3	1	1	1
16. AVRC 1, Old Building, Dagupan City	3	1	1	1
17. Warehouse Biday, City of San Fernando, La Union	3	1	1	1
18. Warehouse Urayong, Bauang, La Union	3	1	1	1
19. Warehouse Laoag Laoag City, Ilocos Norte	3	1	1	1
Total	79	For Mondays to Fridays		
	77	For Saturdays and Sundays		

2. The **Security Personnel/Guard on Duty** shall be responsible for the following:

- 2.1 Strictly observe and perform the 11 General Orders and Security Guards Code of Conduct;
- 2.2 Be in the frontline in the preservation of peace and order within DSWD premises;
- 2.3 Guard and protect the DSWD's buildings, facilities, properties to include lease of properties, and on-going improvements, and personnel belongings in the area of jurisdiction from disturbance, burglary, robbery, vandalism, pilferage, theft, sabotage and other unlawful acts and to report immediately any incident as such to the Administrative Division-General Services Section for appropriate action;
- 2.4 Ensure the safety and security of DSWD officials and employees, including its visitors and clients and defend them from assault, harassment, threat or intimidation and other criminal acts while they are within the Departments' premises;
- 2.5 Monitor, log and authorize entrance and departure of employees, visitors, clients, and other persons that have direct transactions with DSWD;

	<p>2.6 Monitor and frisk employees and visitors for firearms, deadly weapons, explosives, toxic chemicals, prohibited drugs, contraband items and other similar items. Firearms and other deadly weapons must be deposited to the security at the entrance lobby in exchange for a firearm report/receipt.</p> <p>2.7 Monitor and log all RP vehicles and private vehicles coming in and out of the DSWD's premises;</p> <p>2.8 Implements the DSWD's security measures and other security related policies which may be disseminated from time to time such as but not limited to:</p> <ul style="list-style-type: none"> a. Implement existing Security and Health Protocols and Guidelines on Safety and Security Measures to employees, visitors and clients coming in and out of the DSWD's premises such as: <ul style="list-style-type: none"> i. Conduct of thermal scanning; ii. Reminding on the proper wearing of face masks; and iii. Assist in the filling out of the Health Declaration form. b. Inspect bags and baggage carried by the staff, clients and visitors coming in and out of the DSWD's premises; c. Conduct of random physical inspection of staff, clients and visitors coming in and out of the DSWD's premises, as warranted; d. Safe keep employees' locator slips and authority to render overtime services for monitoring of employees' whereabouts and turn over the same to the HRMDD - Personnel Administration Section for the FO 1 proper, and to the concerned Administrative Staff for CRCFs/RPMOs/POOs/Warehouses on a monthly basis; e. Safe keep gate pass and borrower slips for monitoring on the status of the items brought out from the office and turn over the same to the AD – Property and Supply Management Section for FO 1 proper and to the concerned Administrative Staff for the CRCFs/RPMOs/POOs/Warehouses on a monthly basis; f. Safe keep vehicle trip tickets for monitoring of RPV's whereabouts and turnover the same to the Administrative Division (AD) - General Services Section for FO 1 proper and to the concern Administrative Staff for the CRCFs on a monthly basis; <p>2.9 Guard, patrol, and round/rove within DSWD FO1/Centers and Residential Care Facilities (CRCF)/RPMOs/POOs/Warehouses' premises to prevent and/or detect signs of intrusions and ensure</p>	
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	<p>security of doors, windows, gates, vehicles, equipment, and other properties, etc. as well as to protect all employees, visitors and clients and ensure their safety at all times;</p> <p>2.10 Issue Identification Cards (IDs) to visitors and clients of DSWD and collect issued ID after the transaction/business is completed;</p> <p>2.11 Call the police, fire department or ambulance in cases of emergencies such as fire, hazards, criminal activities or any disorder that may put the lives of personnel, visitors and clients and DSWD properties in peril;</p> <p>2.12 Answer telephone calls, take messages, answer questions, safe keep room or office keys, vehicle keys, and provide information during non-business hours;</p> <p>2.13 Monitor Closed - Circuit Television (CCTV) and immediately submit report using the prescribed template to Administrative Division – General Services Section/Center Head/RPCs/SWAD Leaders or their representative on any incident needing action for FO 1 proper, CRCFs/RPMOs/POOs/Warehouses;</p> <p>2.14 Maintain logbook for every designated areas of assignment and make available when needed;</p> <p>2.15 Assess briefly the condition of the vehicle before departure and upon arrival and check if there are damages and shall record the said damage(s) in their logbook and shall be for inclusion in their daily reports;</p> <p>2.16 Security personnel/guard must wear the prescribed uniform at all times to ensure compliance of wearing prescribed uniform of SG as mandated by RA 5487.</p> <p>2.17 Perform other related tasks as may be assigned or as the need arises.</p>	
	<p>B. REPORTING REQUIREMENTS</p> <p>1. The SERVICE PROVIDER's personnel (Head Guard) shall prepare reports on security activities and other reports as may be required by the DSWD to be submitted at the Administrative Division – General Services Section, such as:</p> <p>a. Daily Activity Report to be submitted daily;</p> <p>b. Weekly Report on CCTV, to be submitted every Monday of the following week;</p> <p>c. Monthly Detailed Duty Order (DDO), to be submitted every 30th day of the preceding month;</p>	

	<p>d. Valid License of Firearms, to be submitted upon commencement of contract & upon renewal of license;</p> <p>e. License to Exercise Security Profession, to be submitted upon endorsement of SG/s & upon renewal of license;</p> <p>f. Incident Report to be submitted within the day of the occurrence of incident/s; and</p> <p>g. Roster/List of Security Personnel assigned at DSWD FO 1, RPMOs, POOs, CRCFs and SWAD Offices, to be submitted upon commencement of contract and to updated monthly.</p>	
	<p>C. GENERAL CONDITIONS The Service Provider shall:</p> <ol style="list-style-type: none"> 1. Provide a security plan, conduct ocular/site inspection without any additional charge or fees and recommend measures that are necessary to safeguard the premises, properties, and personnel of the agency; 2. Provide security personnel/guard to render duty exclusively for DSWD based on the provided shifting schedule; 3. Maintain at all times the aforementioned number of personnel to ensure continuous and uninterrupted services by immediately providing reliever/s and/or replacement in cases of emergency/ies or leave of absence of security guards; 4. Be ready at all times to provide additional security service requirements of DSWD during emergency situations and/or disaster operations; 5. Provide adequate uniforms and appropriate Identification Cards to its security personnel at the expense of the Service Provider and shall be worn by the Security Guards at all times; 6. Issue of Duty Detail Order (DDO) for every assignment of security guards; 7. Conduct regular weekly monitoring and spot check of Security Guards on duty in their areas of assignment especially those on the night shift duty, and provide feedback, consultation or dialogue with the General Services Section Head and/or Heads of other deployment sites regarding Security Guards performance and other security related matters; 8. Willing to absorb at least thirty percent (30%) of the existing total number of the security personnel; 9. At all times be solely liable and responsible for the enforcement of and compliance with all existing laws, rules and regulations on labor, 	

	<p>personnel wages/salaries/benefits, rights and privileges, particularly the Labor Code, Social Security System (SSS), Employees Compensation (EC) among others. The Department shall be free from any liabilities in respect thereto and/or which may arise therefrom; Comply with the provisions of the Labor Code and shall be solely responsible for liabilities arising out of non-compliance. Insurance and accident risks for the security personnel shall be the responsibility of the Service Provider.</p> <p>10. At all times use all reasonable efforts to maintain discipline and good order among its personnel. Any act of indiscipline, misconduct, theft, pilferage on the part of any personnel engaged by the Service Provider resulting in loss to the DSWD, will be viewed seriously. The DSWD has the right to take appropriate action, including the termination of the contract.</p> <p>11. Except from fortuitous events and/or negligence of the Department's officials and employees, the Service Provider shall be accountable for:</p> <ol style="list-style-type: none"> Any damage or loss of government property appearing in the Inventory Report and/or other reports/documents which serve as proof of the Department's ownership of the property; and Any damages due to the act, fault or negligence in the performance of duty of the security personnel. <p>12. Pay for the damages through the deduction from its monthly billing. However, in case that the cost of damages cannot be covered by its collectibles from the Department, the Service Provider shall pay in cash or repair/replace the property at its expense within one (1) month from notice; and</p> <p>13. Provide office supplies and materials to be used by the Security Guards such as log books, ball pen, bond paper, etc, and IDs for visitors, MTA and CIS clients of DSWD.</p> <p>For the DSWD</p> <ol style="list-style-type: none"> Provide an updated List of Inventory of Property at the start of the engagement c/o of the Property and Supply Section (PSS); Process payment within fifteen (15) days upon receipt of the billing and/or statement of account with complete attachments and issue corresponding Tax Certificates; Request replacement or reassignment of security guards any time during the contract period with or without cause for the best welfare and interest of the DSWD, clients, stakeholders and staff; 	
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	<p>4. Register Security Guards in the biometrics for more accurate monitoring of attendance/DTR;</p> <p>5. Provide orientation on office policies and guidelines; and</p> <p>6. Provide orientation of Gender and Development for the SGs to be assigned in the CRCF.</p>	
	<p>D. OTHER TERMS AND CONDITIONS The Service Provider shall:</p> <p>1. Pay at least the minimum wage and all other mandatory benefits and privileges to its security personnel assigned in DSWD on time such as:</p> <ul style="list-style-type: none"> ▪ Basic Salary – existing regional minimum wage ▪ Additional Compensation for authorized (with Certification issued by the DSWD) overtime, holidays, and night differential pay. The services rendered during holidays (regular and special) will be treated as regular working hours and additional compensation will be granted in accordance with existing rules and regulations pertaining to DOLE Department Order no. 150-16 series of 2016. ▪ Mandatory Deductions <ul style="list-style-type: none"> a. SSS premiums (based on SSS table) b. Philhealth premium (based on table) c. Pag-IBIG contributions (based on table) d. State Insurance Fund/EC e. Retirement Pay ▪ Benefits and Incentives <ul style="list-style-type: none"> a. 5-day leave of absence with pay per year b. 13th Month pay c. Uniform Allowance <p>2. Provide Uniforms and other paraphernalia</p> <ul style="list-style-type: none"> a. Identification Cards; b. Prescribed Complete Uniforms to include whistle, baton, flashlight, and first aid kit; c. Personal Protective Equipment (PPE) – High Visibility Vest and gloves and supplies for health protocols; d. Handheld radio with 5 km radius – Three (3) sets for Field Office 1, Two 2 sets for the rest of the areas to be covered while 8 sets handheld radio for RRCY; e. Licensed firearms with ownership undertaking and proof of license; and f. 1-unit metal detector for each area to be covered. <p>3. Submit to DSWD, together with its monthly invoices, a sworn certification/undertaking duly executed by its General manager/President stating that all security personnel assigned at DSWD FO 1 pursuant to</p>	

	<p>this Agreement have been paid the required minimum wage, other mandatory benefits and privileges they are entitled to under the law. DSWD shall not process any billings that are not accompanied by the aforementioned certificate;</p> <p>4. Submit all statement of accounts/billings supported by the following:</p> <ul style="list-style-type: none"> a. payroll showing the name of assigned security personnel, actual number of days rendered for the period, salary and mandatory deductions both employer and employee for the period; b. Daily Time Record (DTR) for the billing period covered, duly signed by the security personnel and authorized representative of the service provider, copy of attendance sheet or logbook and Summary of Days and Total Number of Hours Rendered; c. Copy/certified photocopy of proof of remittance including alpha list of prescribed remittance of the mandatory deductions to SSS, Philhealth, Pag-IBIG and BIR monthly following the period covered. d. Breakdown of costing for security personnel compensation in each area of assignment; e. Processing of bi-monthly payment to the service provider shall commence upon receipt of Statement of Accounts/Billings with complete supporting documents. If the billing is in order, DSWD agrees to pay the SERVICE PROVIDER within a period of fifteen (15) days upon receipt of the statement of account/billing with complete supporting documents. <p>5. Payment of salaries shall be made every 10th and 25th of the month. Delayed payment of salaries of security personnel shall be the basis for evaluation and ground for early termination of the contract, subsequently be grounded for blacklisting to the department and even recommend such to all other government agencies/offices.</p> <p>6. Provide security personnel copy of their pay slip as proof of payment with complete information including the name and address of the SERVICE PROVIDER and DSWD as its client office duly signed by the authorized personnel of the SERVICE PROVIDER and its employees.</p> <p>7. Abide by all the stipulations under the existing Labor Code. If during the effectivity of the Contract between the SERVICE PROVIDER and the Department, 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. The salary adjustment within the contract duration under DOLE Wage Order shall be on the account of the Service Provider.</p>	
	E. QUALIFICATION OF THE SECURITY PERSONNEL TO BE ASSIGNED	

	<p>The Service Provider shall provide 77 to 79 abled security personnel with the following qualifications:</p> <ol style="list-style-type: none"> 1. With valid security guard license, license to carry firearms and license/training to use handheld radios; 2. Bonded with at least P1,000.00 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 the Head Guard, he must have training on supervisory course and/or whichever is applicable for an officer being conducted by authorized/accredited SAGSD of PNP; 6. Physically and mentally fit, passed the Psychological Test, Drug Test and Medical Clearance; and 7. With good moral character and reputation and with no derogatory record, possess clearances from PNP and NBI. 	
	<p>F. RESERVATION CLAUSE FOR THE CONTRACT</p> <ol style="list-style-type: none"> 1. There is increase in minimum daily wage pursuant to law or new wage order or additional benefits to employees in the private sector issued after date of bidding; 2. There is increase/decrease in mandatory government contributions (SSS, PAG-IBIG, PHILHEALTH); 3. There is an increase in taxes; 4. During the term of the contract when DSWD sees the need for an increase or decrease in the number of Security Guards, the resulting cost of said increase or decrease, provided that the ABC for the relevant year has not exceeded; 5. The Department may increase or decrease the number of assigned regular duty guards by twenty percent (20%) whenever necessary during the contract period including provision of additional handheld radio and equipment in public demonstration, disaster and emergency situations. 	

¹Bidders 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.

Name of Bidder

Name of Authorized Representative

Signature of Authorize Representative

Designation

Date

COSTING/COMPUTATION

SECURITY SERVICES FY 2023 DSWD FIELD OFFICE 1

Days worked per week	7 days		5 days
No. of days/year	<u>394.4</u>		<u>261</u>
	8 hrs work/ day		8 hrs work/ day (Mon-Fri only)
AMOUNT TO GUARD	DAY SHIFT	NIGHT SHIFT	DAY SHIFT
New Daily Wage (DW)	400.00	400.00	400.00
Average Pay/Month (APM) (DW x No. of days per yr/12)			
Night Differential Pay (APM x 10%/2)			
13th Month Pay (DW x 365/12/12)			
5 Days Incentive (DW x5 /12)			
Uniform Allowance (RA 5487)			
Overtime Pay (4 hours/day)			
Total			
AMOUNT TO GOVERNMENT IN FAVOR OF GUARD			
Retirement Pay			
SSS Premium			
PhilHealth Contribution			
State Insurance Fund/EC			
Pag-ibig Fund			
Total			
A. TOTAL AMOUNT TO GUARD & GOVERNMENT			
B. AGENCY FEE			
Administrative Overhead and Margin (20%)			
C. Value Added Tax - 12%			
(Agency Fee x 12% VAT)			
D. CONTRACT RATE PER SECURITY GUARD			
Number of Security Guard			
E. MONTHLY CONTRACT RATE			
Number of Months/Year			
F. CONTRACT RATE FOR 1 YEAR			
G. TOTAL CONTRACT RATE FOR 1 YEAR			

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (k) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government

office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

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

Section IX. Bidding Forms

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

Name and address of agent	Amount	Purpose of Commission or gratuity
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(if none, state “None”)]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Proposal Form

Date : _____

Solicitation No. : _____

(Title of Bidding Project)

Item No.	Particulars	Quantity	Unit Price (in PhP)	Total Price (in PhP)
TOTAL CONTRACT PRICE				

*NOTE: In case of discrepancy between unit price and total price, the unit price will prevail.
Contract Price per item is inclusive of all applicable taxes.*

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

[illegible]

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]

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 On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

*Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion***

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Statement of Single Largest Completed Contract (SLCC)³ Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address				b. Date Started
	c. Contact Nos.		Description	%	c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

³ The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 5.3, a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.3.

