

PHILIPPINE BIDDING DOCUMENTS

(AS HARMONIZED WITH DEVELOPMENT PARTNERS)

Procurement of GOODS

Government of the Republic of the Philippines

Project Reference No.

IB No. 2023 – 02

Project Title:

**Procurement of Security Services (Consisting of Seven Security
Guards) for WVSU – HCC**

ABC: PhP1,225,000.00

Sixth Edition

July 2020

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	9
1. Scope of Bid	9
2. Funding Information.....	9
3. Bidding Requirements	9
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	9
5. Eligible Bidders.....	10
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	11
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	13
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	16
1. Scope of Contract	16
2. Advance Payment and Terms of Payment	16
3. Performance Security	16
4. Inspection and Tests	16
5. Warranty	17
6. Liability of the Supplier	17
Section V. Special Conditions of Contract	18
Section VI. Schedule of Requirements	19
Section VII. Technical Specifications	23
Section VIII. Checklist of Technical and Financial Documents	28

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



West Visayas State University

(Formerly Iloilo Normal School)

HIMAMAYLAN CITY CAMPUS

Brgy. Caradio-an, Himamaylan City, Negros Occidental, 6108

* Tel.No. (034)-388-3300

*Official Page: <https://www.facebook.com/westhimamaylan/>

Email Address: himamaylan@wvsu.edu.ph



INVITATION TO BID FOR **Procurement of Security Services (Consisting of Seven Security** **Guards) for WVSU – HCC (IB No. 2023 – 02)**

1. The West Visayas State University – Himamaylan City Campus, through the National Expenditure Program (NEP) for the succeeding year – Single Year intends to apply the sum of One Million Two Hundred Twenty-Five Thousand Pesos (Php1,225,000.00) Only being the ABC to payments under the contract for Procurement of Security Services (Consisting of Seven Security Guards) for WVSU – HCC/ IB No. 2023 – 02. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The West Visayas State University – Himamaylan City Campus now invites bids for the above Procurement Project. Delivery of the Goods is required by eleven (11) months. Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 West Visayas State University – Himamaylan City Campus and inspect the Bidding Documents at the address given below during 8:00A.M. – 5:00P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on November 21, 2022 – December 12, 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 PhP5,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.

6. The West Visayas State University – Himamaylan City Campus will hold a Pre-Bid Conference on November 29, 2022; 2:00P.M. through video conferencing or webcasting via Zoom meeting platform (for registration of interested bidders, please send your request to this address: bac.hcc@wvsu.edu.ph), which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) **manual submission at the office address indicated below**, (ii) **online or electronic submission as indicated below**, or (iii) **both** on or before December 12, 2022; 02:00P.M.. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on December 12, 2022; 02:00P.M. at the given address below or through electronic submission using a two-factor security procedure consisting of an archive format compression and password protection with separate password for technical and financial component envelope. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Requiring the Bidders to submit their bids using a two-factor security procedure consisting of an archive format compression and password protection with separate password for technical and financial component envelope and disclose the password for accessing their respective bid submission only during the actual bid opening.
11. The West Visayas State University – Himamaylan City Campus reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

JOHN ALEXIS B. GEMINO, M.A.

West Visayas State University – Himamaylan City Campus

BAC Secretariat Office, Administration Building

Brgy. Caradio-an, Himamaylan City, Negros Occidental, 6108

bac.hcc@wvsu.edu.ph

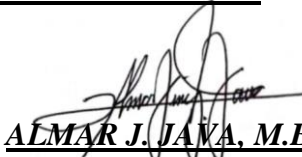
13. You may visit the following websites:

For downloading of Bidding Documents:

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

<https://wvsu.edu.ph/bids-and-awards-committee/>

November 21, 2022


ALMAR J. JAVA, M.Ed.
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *West Visayas State University – Himamaylan City Campus* wishes to receive Bids for the *Procurement of Security Services (Consisting of Seven Security Guards) for WVSU – HCC*, with identification number *IB No. 2023 – 02*.

The Procurement Project (referred to herein as “Project”) is composed of *seven (7) Security Guards*, 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 *National Expenditure Program (NEP) for the succeeding year – Single Year* in the amount of *One Million Two Hundred Twenty-Five Thousand Pesos (Php1,225,000.00) Only*.

2.2. The source of funding is:

- a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

7.2. *Not applicable*

7.3. *Not applicable*

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting via **Zoom meeting platform (for registration of interested bidders, please send your request to this address: bac.hcc@wvsu.edu.ph** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **April 10, 2023 (120 calendar days from the Opening of Bids)**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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 may be. 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <u>Procurement of Security Services.</u> b. completed within <u>two (2) years</u> prior to the deadline for the submission and receipt of bids.
7.1	<i>“Not applicable”</i>
12	The price of the Goods shall be quoted DDP <u>West Visayas State University – Himamaylan City Campus</u> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <u>Twenty-Four Thousand Five Hundred Pesos (PhP24,500.00)</u>, equivalent to two percent (2%) of ABC, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>Sixty-One Thousand Two Hundred Fifty Pesos (PhP61,250.00)</u>, equivalent to five percent (5%) of ABC, if bid security is in Surety Bond.
19.3	<i>Procurement of Security Services (Consisting of Seven Security Guards) for WVSU-HCC = PhP1,225,000.00</i>
20.2	<i>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).</i>
21.2	<ol style="list-style-type: none"> 1. <i>License to Operate</i> 2. <i>Certificate of Membership from a reputable private security organization local or abroad.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<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>“The delivery terms applicable to this Contract are delivered to <u>West Visayas State University – Himamaylan City Campus, Brgy. Caradio-an, Himamaylan City, Negros Occidental</u>. 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 <u>Mr. Henry B. Sarrosa, Jr. (Administrative Officer II)</u>.</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> <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; 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
	<ol style="list-style-type: none"> 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>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>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<u>SECURITY SERVICES (Consisting of Seven (7) Security Guards)</u>	7 Security Guards		
A	<i>Qualifications of Security Guards</i>			
1.	<i>Filipino Citizen</i>			
2.	<i>At least High School graduate preferably those who have completed a two (2) year degree course or with at least seventy-two (72) units earned in college</i>			
3.	<i>Physically and mentally fit</i>			
4.	<i>Not less than 21 years of age nor more than 45 years of age</i>			
5.	<i>At least five feet and four inches (5'4") in height for Male and five feet two inches (5'2") for Female</i>			
6.	<i>Must weigh at least 130 lbs for Male and 115 lbs. for female</i>			
7.	<i>Cleared by the law enforcement agencies and without previous record of any conviction of criminal offenses involving moral turpitude</i>			
8.	<i>Of good moral character</i>			
9.	<i>Ex-servicemen who are honorably discharged and of equivalent Police or Security Guard's experience</i>			
10.	<i>Strict and firm but at the same time diplomatic and courteous</i>			
11.	<i>Must possess valid legal security guard license and submit copy of license</i>			
12.	<i>Must have attended First Aid Training</i>			
13.	<i>Knowledge and practice of modern fire Fighting techniques and other fire safety measures</i>			
14.	<i>Knowledge and practice of self-defense techniques</i>			
15.	<i>Proficient in handling guns and other protective devices, e.g. shield during riots, rallies, and other human disturbances</i>			
16.	<i>Knowledge and practice in the evacuation of victims, properties, etc.</i>			
17.	<i>Knowledge and practice in detecting bombs and other explosive devices.</i>			

18.	<i>Must have passed Psychological and Neuro-psychiatric Examinations</i>			
19.	<i>Passed the drug test</i>			
20.	<i>With at least two (2) years of experience as security guard & should possess updated license issued by PNP SOSIA as of date of bidding</i>			
21.	<i>At least one (1) security guard has knowledge on report preparation and monitoring/ operation of CCTV</i>			
B.	<i>Miscellaneous Services and Trainings of Agency to its Security Guards</i>			
1.	<i>Provision of First Aid Training and Kits</i>			
2.	<i>Knowledge and practice of modern fire fighting techniques and other fire safety measures</i>			
3.	<i>Knowledge and practice of modern martial arts and self-defense techniques</i>			
4.	<i>Proficient in handling guns and other protective devices, e.g. shield during riots, rallies, and other human disturbances</i>			
5.	<i>Knowledge and practice in the evacuation of victims, properties, etc.</i>			
6.	<i>Knowledge and practice in detonating and Detecting bombs and other explosive devices.</i>			
7.	<i>Registration with appropriate government office (i.e. PNP)/ PNP Sosia</i>			
C.	<i>Provision of Materials, Communications and Equipments</i>			
1.	<i>Prescribed Basic Uniform (RA 54871)</i>			
2.	<i>3 – short patented firearms with license 1 – shotgun (patented firearm) with license – double zero (ammunition)</i>			
3.	<i>Four (4) hand held radios with license - working/ functioning and in good condition One (1) base with license</i>			
4.	<i>One (1) handheld metal detector with battery</i>			
5.	<i>First Aid Kits (4)</i>			
6.	<i>Flashlights, rechargeable (4)</i>			
7.	<i>Other Accessories/Paraphernalias/ Rain Gears 7.1 Night Stick (3) 7.2 Handcuffs (3) 7.3 Whistle (7) 7.4 Rain Boots (2) 7.5 Rain Coats (2), and umbrella (4) – big, one color, good quality</i>			
D.	<i>Performance Criteria</i>			
	<i>The Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on the following set of performance criteria:</i>			

	<p>1. <i>Quality of Service Delivered</i></p> <p>2. <i>Time Management</i></p> <p>3. <i>Management and Suitability of Personnel</i></p> <p>4. <i>Contract Administration and Management</i></p> <p>5. <i>Provision of regular progress Report</i></p> <p>6. <i>Attentiveness and presence of mind of guards on duty</i></p> <p>7. <i>Compliance with WVSU instructions and policies</i></p> <p><i>The criteria above shall be used to assess quarterly the level of performance of the Security Agency and Security Personnel as basis of continuity of contract.</i></p>			
E.	Technical Evaluation Parameters			
1.	<p>Stability</p> <p>1.1 <i>Years of Experience-at least five (5) years in the business. Providing security services to other government agencies with experience of at least five (5) years.</i></p> <p>1.2 <i>Liquidity of the Contractor- At least 2M (Current Assets minus stocks minus liabilities based on balanced sheet as of December 2021)</i></p> <p>1.3 <i>Organizational set-up-with good organizational set-up, personnel and office tools and equipment. Submit organizational chart with private agency key personnel shall possess the required qualifications.</i></p>			
2.	<p>Resources</p> <p>2.1 <i>Agency shall have licensed & serviceable firearms. Submit list of licensed firearms.</i></p> <p>2.2 <i>Number and kind of equipment and Supplies-with the minimum number and kind of equipment and supplies as specified in Section VI-Schedule of Requirements. Submit photocopy of list of all NTC licensed communications equipment.</i></p> <p>2.3 <i>Number of Guards - with at least 350 security guards in the roster. Submit list of guards.</i></p> <p>2.4 <i>Number of Supervisor - with at least 5 supervisors. Submit list of names of supervisors.</i></p>			
3.	<i>Security Plan-tailored fit for WVSU in accordance with the minimum requirements</i>			
4.	<p>Other factors</p> <p>4.1 <i>Recruitment and Selection Criteria – training conducted for the security guards before deployment, educational and age requirements and others</i></p>			

	4.2 Completeness of Uniforms and other paraphernalia - as prescribed under R.A. No. 5487 and its IRR			
F	Brief of Scope of Work			
1.	The Contractor shall provide security services by deploying adequately trained and well-disciplined personnel to safeguard the WVSU Buildings and other properties from theft, pilferage or damage and ensure the safety and security of the employees, visitors, guests or any persons within the WVSU premises.			
G.	Comprehensive Security Plan which shall cover the following:			
1.	The security agency shall provide safety, precautionary and/ or preventive and remedial measures based on the following criteria: 1. General Security Guidelines 2. Key Control Guidelines 3. Exclusive and Restricted Areas 4. Disaster Control and Preparedness Plan Terrorism and sabotage Precautionary measures Security Guidelines during and after allied catastrophic incidents: fire, bomb explosion, gas leakage, etc. Typhoon and Earthquake.			
	--Nothing Follows--			

Name of Bidder: _____

Submitted by: _____
(Printed Name and Signature)

Designation: _____

Date: _____

Section VII. Technical Specifications

Item	Specification	Statement of Compliance
		<i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
1	<u>SECURITY SERVICES (Consisting of Seven (7) Security Guards)</u>	
A	<u>Qualifications of Security Guards</u>	
1.	<i>Filipino Citizen</i>	
2.	<i>At least High School graduate preferably those who have completed a two (2) year degree course or with at least seventy-two (72) units earned in college</i>	
3.	<i>Physically and mentally fit</i>	
4.	<i>Not less than 21 years of age nor more than 45 years of age</i>	
5.	<i>At least five feet and four inches (5’4”) in height for Male and five feet two inches (5’2”) for Female</i>	
6.	<i>Must weigh at least 130 lbs for Male and 115 lbs. for female</i>	
7.	<i>Cleared by the law enforcement agencies and without previous record of any conviction of criminal offenses involving moral turpitude</i>	
8.	<i>Of good moral character</i>	
9.	<i>Ex-servicemen who are honorably discharged and of equivalent Police or Security Guard’s experience</i>	
10.	<i>Strict and firm but at the same time diplomatic and courteous</i>	

11.	<i>Must possess valid legal security guard license and submit copy of license</i>	
12.	<i>Must have attended First Aid Training</i>	
13.	<i>Knowledge and practice of modern fire Fighting techniques and other fire safety measures</i>	
14.	<i>Knowledge and practice of self-defense techniques</i>	
15.	<i>Proficient in handling guns and other protective devices, e.g. shield during riots, rallies, and other human disturbances</i>	
16.	<i>Knowledge and practice in the evacuation of victims, properties, etc.</i>	
17.	<i>Knowledge and practice in detecting bombs and other explosive devices.</i>	
18.	<i>Must have passed Psychological and Neuro-psychiatric Examinations</i>	
19.	<i>Passed the drug test</i>	
20.	<i>With at least two (2) years of experience as security guard & should possess updated license issued by PNP SOSIA as of date of bidding</i>	
21.	<i>At least one (1) security guard has knowledge on report preparation and monitoring/ operation of CCTV</i>	
B.	<i>Miscellaneous Services and Trainings of Agency to its Security Guards</i>	
1.	<i>Provision of First Aid Training and Kits</i>	
2.	<i>Knowledge and practice of modern fire fighting techniques and other fire safety measures</i>	
3.	<i>Knowledge and practice of modern martial arts and self-defense techniques</i>	
4.	<i>Proficient in handling guns and other protective devices, e.g. shield during riots, rallies, and other human disturbances</i>	
5.	<i>Knowledge and practice in the evacuation of victims, properties, etc.</i>	
6.	<i>Knowledge and practice in detonating and Detecting bombs and other explosive devices.</i>	
7.	<i>Registration with appropriate government office (i.e. PNP)/ PNP Sosia</i>	
C.	<i>Provision of Materials, Communications and Equipments</i>	
1.	<i>Prescribed Basic Uniform (RA 54871)</i>	
2.	<i>3 – short patented firearms with license</i>	

	<i>1 – shotgun (patented firearm) with license – double zero (ammunition)</i>	
3.	<i>Four (4) hand held radios with license - working/ functioning and in good condition One (1) base with license</i>	
4.	<i>One (1) handheld metal detector with battery</i>	
5.	<i>First Aid Kits (4)</i>	
6.	<i>Flashlights, rechargeable (4)</i>	
7.	<i>Other Accessories/Paraphernalias/ Rain Gears 7.1 Night Stick (3) 7.2 Handcuffs (3) 7.3 Whistle (7) 7.4 Rain Boots (2) 7.5 Rain Coats (2), and umbrella (4) – big, one color, good quality</i>	
D.	<i>Performance Criteria</i>	
	<p><i>The Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on the following set of performance criteria:</i></p> <ol style="list-style-type: none"> <i>1. Quality of Service Delivered</i> <i>2. Time Management</i> <i>3. Management and Suitability of Personnel</i> <i>4. Contract Administration and Management</i> <i>5. Provision of regular progress Report</i> <i>6. Attentiveness and presence of mind of guards on duty</i> <i>7. Compliance with WVSU instructions and policies</i> <p><i>The criteria above shall be used to assess quarterly the level of performance of the Security Agency and Security Personnel as basis of continuity of contract.</i></p>	
E.	<i>Technical Evaluation Parameters</i>	
1.	<p><i>Stability</i></p> <ol style="list-style-type: none"> <i>1.1 Years of Experience-at least five (5) years in the business. Providing security services to other government agencies with experience of at least five (5) years.</i> <i>1.2 Liquidity of the Contractor- At least 2M (Current Assets minus stocks minus liabilities based on balanced sheet as of December 2021)</i> <i>1.3 Organizational set-up-with good organizational set-up, personnel and office tools and equipment. Submit organizational chart with private agency key personnel shall possess the required qualifications.</i> 	

2.	<p>Resources</p> <p>2.1 Agency shall have licensed & serviceable firearms. Submit list of licensed firearms.</p> <p>2.2 Number and kind of equipment and Supplies-with the minimum number and kind of equipment and supplies as specified in Section VI-Schedule of Requirements. Submit photocopy of list of all NTC licensed communications equipment.</p> <p>2.3 Number of Guards - with at least 350 security guards in the roster. Submit list of guards.</p> <p>2.4 Number of Supervisor - with at least 5 supervisors. Submit list of names of supervisors.</p>	
3.	<p>Security Plan-tailored fit for WVSU in accordance with the minimum requirements</p>	
4.	<p>Other factors</p> <p>4.1 Recruitment and Selection Criteria – training conducted for the security guards before deployment, educational and age requirements and others</p> <p>4.2 Completeness of Uniforms and other paraphernalia - as prescribed under R.A. No. 5487 and its IRR</p>	
F	<p>Brief of Scope of Work</p>	
1.	<p>The Contractor shall provide security services by deploying adequately trained and well-disciplined personnel to safeguard the WVSU Buildings and other properties from theft, pilferage or damage and ensure the safety and security of the employees, visitors, guests or any persons within the WVSU premises.</p>	
G.	<p>Comprehensive Security Plan which shall cover the following:</p>	
1.	<p>The security agency shall provide safety, precautionary and/ or preventive and remedial measures based on the following criteria:</p> <ol style="list-style-type: none"> 1. General Security Guidelines 2. Key Control Guidelines 3. Exclusive and Restricted Areas 4. Disaster Control and Preparedness Plan <p>Terrorism and sabotage Precautionary measures</p>	

	<i>Security Guidelines during and after allied catastrophic incidents: fire, bomb explosion, gas leakage, etc. Typhoon and Earthquake.</i>	
--	--	--

Name of Bidder: _____

Submitted by: _____
(Printed Name and Signature)

Designation: _____

Date: _____

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

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

Class "B" Documents

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

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

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

II. FINANCIAL COMPONENT ENVELOPE

1. Original of duly signed and accomplished Financial Bid Form; **and**
2. Original of duly signed and accomplished Price Schedule(s).

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

BID FORM

Date: _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

[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	Amount	Purpose of
Of agent	Currency	Commission or gratuity

(if none, state "None")]

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

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

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 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 Schedule for Security Services

Name of Bidder _____ Project ID No. 2023 – 02 Page 1 of 1

Item	Description	Quantity	
A.	Amount Directly to Guard	7 Guards	
	Daily Wage (PhP450.00)		
	Ave. Pay / Month (PhP450.00 x 26 days)		
	Night Differential (MR x 10% /3) PhP11,700.00 x 0.10/3		
	13th Month Pay (MR/12) PhP11,700.00/12		
	5 Days Incentive (DW x 5/12) PhP450.00 x 5/12		
	Uniform Allowance (PhP100.00)		
	Sub-total		
B.	Amount to Gov't in favor of Guard		
	SSS Premium (PhP987.50)		
	PHIC (PhP263.25)		
	Pag – Ibig (PhP100.00)		
	Sub-total		
	Total (A+B)		
C.	Total Amount to Guard/ Employee and Government		
D.	Agency Fee & VAT		
	Agency Fee		
	VAT 12%		
	TOTAL AMOUNT PER GUARD		
	TOTAL BID PRICE (07 Guards for 11 Months)		

Name: _____

Legal Capacity: _____

Signature: _____

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER 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 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]

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days
after receiving the Notice of Award]*

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

