



Republic of the Philippines
Department of Social Welfare and Development

DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis,

City of San Fernando Pampanga, Philippines 2000

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BIDDING DOCUMENTS

PROCUREMENT OF SECURITY SERVICES FOR THE DSWD FIELD OFFICE III – EARLY PROCUREMENT ACTIVITY (EPA)

ITB No. GOP/DSWD3-2021-11-003
(PR Nos. 2021-11-680)

November 2021

PHILIPPINE BIDDING DOCUMENTS
(As Harmonized with Development Partners)

Procurement of
GOODS-GENERAL SERVICES

Government of the Republic of the Philippines

Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Republic of the Philippines
Department of Social Welfare and Development

DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis,
City of San Fernando Pampanga, Philippines 2000
Tel: (045) 861 – 2413 ; Telefax: (045) 961 – 2413
Email: bacsecretariat.fo3@dswd.gov.ph
Website: <http://www.dswd.gov.ph>

INVITATION TO BID FOR
PROCUREMENT OF SECURITY SERVICES FOR THE DSWD
FIELD OFFICE III – EARLY PROCUREMENT ACTIVITY (EPA)

ITB No. GOP/DSWD3-2021-11-003
(PR Nos. 2021-11-680)

1. The **Department of Social Welfare and Development (DSWD) - Field Office III**, through the TARA, GASS, SOCPEN, CENTERS, SFP, PANTAWID. DRRP – DR, DRRP – CF, SLP and AICS Funds (DR) intends to apply the sum of **Nine Million Two Hundred Fifty Thousand Five Hundred Two and 63/100 Pesos (PhP 9,250,502.63)**, being the Approved Budget for the Contract (ABC), to payments under the contract for the **Procurement of Security Services for the DSWD Field Office III – Early Procurement Activity (EPA)**.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The DSWD - Field Office III now invites bids for the above Procurement Project. The delivery of Service is required in accordance **with Section VI – Schedule of Requirements**.

Bidders should have completed a contract similar to the Project **within the last 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 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, 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 5183.

4. Interested bidders may obtain further information from **DSWD – Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below from **Monday to Friday at 8:00 a.m. to 5:00 p.m.**

5. A complete set of Bidding Documents may be acquired by interested bidders on **29 November 2021 to 13 December 2021** from given address and website/s below in the amount of **Ten Thousand Pesos (PhP10,000.00)**. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
6. The DSWD Field Office III will hold a Pre-Bid Conference on **29 November 2021 (Monday), 1:00 p.m.**, at the **DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga, Philippines**, and/or through videoconferencing/webcasting *via google meet*, which shall be opened to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **13 December 2021 (Monday), 12:00-nn.**, 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 **13 December 2021 (Monday), 1:00 p.m.**, at the **DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga, Philippines**, and/or through video conferencing or webcasting via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The DSWD 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 Implementing Rules and Regulations (IRR) of RA No.9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

THE CHAIRPERSON

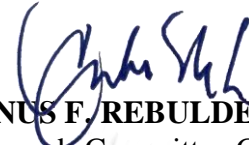
Bids and Awards Committee
c/o BAC Secretariat
DSWD Field Office III, Diosdado
Macapagal Government Center, Maimpis,
City of San Fernando, Pampanga,
Philippines
Tel: (045) 861 – 2413
Telefax: (045) 961 – 2413

12. You may visit the following websites:

For downloading of Bidding Documents:

ps-philgeps.gov.ph - Website of the Philippine Government Electronic Procurement System (PhilGEPS)

www.fo3.dswd.gov.ph – Website of the DSWD Field Office III



VENUS F. REBULDELA

Bids and Awards Committee Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

1. The Procuring Entity, **Department of Social Welfare and Development (DSWD) – FIELD OFFICE III** invites Bids for the **Procurement of Security Services for the DSWD Field Office III – Early Procurement Activity (EPA)**, with **ITB NO. GOP/DSWD3-2021-11-003**

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 TARA, GASS, SOCPEN, CENTERS, SFP, PANTAWID, DRRP – DR, DRRP – CF, SLP and AICS Funds (DR) in the amount of **Nine Million Two Hundred Fifty Thousand Five Hundred Two and 63/100 Pesos (Php 9,250,502.63)**.
- 2.2. The source of funding is:
NGA, the General Appropriations Act or Special Appropriations.

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 Manual 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 invitation to bid 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, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, 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. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project within **the last three (3) years** prior to the deadline for the submission and receipt of bids, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated 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.

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 fifty percent (50%) of the Project.
 - a. The Procuring Entity has prescribed that subcontracting is **not** allowed.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 Revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4 Subcontracting of any portion of the Project does not relieve the Contractor 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 Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting *via google meet*, 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 IX. Checklist of Technical and Financial Documents**.
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within the last three 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. 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 IX. 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:
- The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - The cost of all customs duties and sales and other taxes already paid or payable;
 - The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- 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.
 - The price of other (incidental) services, if any, as listed in *Section VII (Technical Specifications)*.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 ***One Hundred Twenty (120) calendar days from the date of 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

Each Bidder shall submit the following in one (1) “mother/main” envelope duly sealed and labeled, containing two (2) sets of envelopes:

1. First envelope containing two (2) sets of Eligibility and Technical documents duly sealed and marked as Copy One and Copy Two.
2. Second envelope containing two (2) sets of Financial Bid documents duly sealed and marked as Copy One and Copy Two.

Copy 1 and Copy 2 of both Eligibility and Technical Documents, and Financial Bid documents shall be marked certified true copies.

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 to the given website 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**.

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

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 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

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

20. Post Qualification

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

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. Contract for Security Services. b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP and VAT inclusive.
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 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 five percent (5%) of ABC if bid security is in Surety Bond.
19.3	The total ABC is Nine Million Two Hundred Fifty Thousand Five Hundred Two and 63/100 Pesos (PhP 9,250,502.63).
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice of Post Qualification from the BAC that the supplier has the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB), the Supplier shall submit and/or present the following requirements for Post Qualification in accordance to Section 34 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA9184:</p> <p>1. Present original copy and submit a certified true copy of the following:</p> <ul style="list-style-type: none"> a. Latest Income Tax Return and Business Tax Return b. Latest Value Added Tax (VAT) Return <p><i>Only tax returns filed and taxes paid through the BIR Electronic Filing & Payment System (EFPS) shall be accepted.</i></p> <ul style="list-style-type: none"> c. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) d. Valid Registration Certificate from Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;

20.2	<ul style="list-style-type: none"> e. Valid Business/Mayor's permit issued by the city or municipality where the principal place of business of the bidder is located; f. Valid Tax Clearance per EO 398, Series of 2005, as finally reviewed and approved by the BIR; g. Bureau of Internal Revenue (BIR) Registration Certificate. h. Copy of Contracts or PO's, Notice of Award (NOA) and Notice to Proceed (NTP) for all On-going and completed contracts per submitted Annex II i. End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt/s (duplicate or triplicate copy) relative to Single Largest Completed Contract per submitted Annex I. j. Company profile and Organizational Chart. Company printed brochure may be included. k. Vicinity Map/Location of the business. l. Other appropriate licenses and permits required by law and stated in the Bidding Documents. <p><u>For joint venture:</u></p> <ul style="list-style-type: none"> a. All Class A Documents (Legal Documents) of the Joint Venture Partner shall remain as post qualification requirements to be submitted in accordance with Section 34 of the 2016 Revised IRR of RA 9184 and ITB Clause 20.2 (a) of Bid Data Sheet of the Bidding Documents. <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</p> <p><i>NOTE: FOR POST QUALIFICATION PURPOSES ONLY</i></p>
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20.3	<p>Each Bidder shall submit the following in one (1) “mother/main” envelope duly sealed and labeled, containing two (2) sets of envelopes:</p> <p>First envelope containing two (2) sets of Eligibility and Technical documents duly sealed and marked as Copy One and Copy Two.</p> <p>Second envelope containing two (2) sets of Financial Bid documents duly sealed and marked as Copy One and Copy Two.</p> <p>Copy 1 and Copy 2 of both Eligibility and Technical Documents, and Financial Bid documents shall be marked certified true copies.</p> <p>a.</p>
20.4	<p>All envelopes shall be labeled/marked as follows:</p> <p>TO : MS. VENUS F. REBULDELA CHAIRPERSON BIDS AND AWARDS COMMITTEE DSWD-FO III</p> <p>FROM : _____ (Name of Bidder in Capital Letters)</p> <p>ADDRESS: _____ (Address of Bidder in Capital Letters)</p> <p>PROJECT: Procurement of Security Services for the DSWD Field Office III – Early Procurement Activity (EPA)</p> <hr/> <p>BID REF NO.: ITB NO. GOP/DSWD3-2021-11-003</p> <p>ABC : PhP 9,250,502.63</p> <p>DO NOT OPEN BEFORE: 13 December 2021 (Monday), 1:30 p.m.</p>
21.2	<p>The Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB), as the case may be, will be required by the TWG to submit/present additional/original documents during the Post-Qualification Stage for verification purposes.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
	<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 <i>[indicate name(s)]</i>.</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"> performance or supervision of on-site assembly and/or start-up of the supplied Goods; furnishing of tools required for assembly and/or maintenance of the supplied Goods; 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 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> <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> <ul style="list-style-type: none"> a. 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 <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</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</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>
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	<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>
4	<p>The inspections and tests that will be conducted shall be based on the specified Terms of Reference in Section VII. Technical Specifications.</p>

Section VI. Schedule of Requirements

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 No.	Unit	Quantity	Particulars	Date of Effectivity
1	LOT	As specified and described in Section VII. Technical Specifications And Terms of Reference	Procurement of Security Services for the DSWD Field Office III – Early Procurement Activity (EPA)	Contract Period: February 1, 2022 – December 31, 2022

NOTE: The security services must be performed as prescribed in the Terms of Reference (TOR).

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

*** This document must be attached to the Technical Component Envelope ***

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

Section VII. Technical Specifications

Technical Specifications

TO THE BIDDER: Indicate **“COMPLY”** If Bidder’s Statement of Compliance meets the technical specifications and project requirement.

IMPORTANT NOTE: Do not leave any blank. A **“YES or NO”** entry will not be accepted. Failure to conform will result to in a rating of **“FAILED”**.

Item No.	Particulars	Bidder’s Specifications Statement of Compliance <i>(Including detailed/ actual specifications of the product being offered)</i>																																																																																
1	For the Procurement of Security Services for DSWD Field Office III																																																																																	
	<table><tr><td>Office/Facilities</td><td>Men Guard</td><td>Lady Guard</td><td>No. of Guards</td><td>Remarks</td></tr><tr><td rowspan="2">Field Office III</td><td>9</td><td>1</td><td>10</td><td>3 Morning, 3 Mid Shift, 3 Evening Shift</td></tr><tr><td>1</td><td></td><td>1</td><td>8am to 5pm</td></tr><tr><td>RRCY</td><td>2</td><td></td><td>2</td><td>1 Morning Shift, 1 Mid Shift</td></tr><tr><td>TLC</td><td>2</td><td></td><td>2</td><td>1 Morning Shift, 1 Mid Shift</td></tr><tr><td>HAVEN</td><td></td><td>1</td><td>1</td><td>1 Morning Shift</td></tr><tr><td>THFW</td><td>1</td><td>1</td><td>2</td><td>1 Morning Shift, 1 Mid Shift</td></tr><tr><td>RHFG</td><td></td><td>1</td><td>1</td><td>1 Morning Shift</td></tr><tr><td>DPEO -Aurora</td><td>3</td><td></td><td>3</td><td>1 Morning, 1 Mid Shift, 1 Evening Shift</td></tr><tr><td>DPEO -Bataan</td><td>3</td><td></td><td>3</td><td>1 Morning, 1 Mid Shift, 1 Evening Shift</td></tr><tr><td>DPEO -Bulacan</td><td>3</td><td></td><td>3</td><td>1 Morning, 1 Mid Shift, 1 Evening Shift</td></tr><tr><td>DPEO –Nueva Ecija</td><td>3</td><td></td><td>3</td><td>1 Morning, 1 Mid Shift, 1 Evening Shift</td></tr><tr><td>DPEO -Pampanga</td><td>3</td><td></td><td>3</td><td>1 Morning, 1 Mid Shift, 1 Evening Shift</td></tr><tr><td>DPEO -Tarlac</td><td>3</td><td></td><td>3</td><td>1 Morning, 1 Mid Shift, 1 Evening Shift</td></tr><tr><td>DPEO -Zambales</td><td>3</td><td></td><td>3</td><td>1 Morning, 1 Mid Shift, 1 Evening Shift</td></tr><tr><td>TOTAL</td><td>35</td><td>4</td><td>39</td><td></td></tr></table>		Office/Facilities	Men Guard	Lady Guard	No. of Guards	Remarks	Field Office III	9	1	10	3 Morning, 3 Mid Shift, 3 Evening Shift	1		1	8am to 5pm	RRCY	2		2	1 Morning Shift, 1 Mid Shift	TLC	2		2	1 Morning Shift, 1 Mid Shift	HAVEN		1	1	1 Morning Shift	THFW	1	1	2	1 Morning Shift, 1 Mid Shift	RHFG		1	1	1 Morning Shift	DPEO -Aurora	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift	DPEO -Bataan	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift	DPEO -Bulacan	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift	DPEO –Nueva Ecija	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift	DPEO -Pampanga	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift	DPEO -Tarlac	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift	DPEO -Zambales	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift	TOTAL	35	4	39		Statement of Compliance: Detailed Specifications: <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. <u>Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence.</u> Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples,</i>
	Office/Facilities	Men Guard	Lady Guard	No. of Guards	Remarks																																																																													
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TOTAL	35	4	39																																																																															
Other Requirements The Security Service Provider must be able to provide, install and make available in the performance of this contract, the following equipment for DSWD Field Office, DPEOs and CRCFs:																																																																																		

	<ul style="list-style-type: none"> - Fifteen (15) Hand-Held Scanners; and - Twenty-Eight (28) Hand-Held Radios (4 for DSWD Field Office, 2 per DPEO and CRCFs) <p>Shall perform Security Services (Scope of Work) as stipulated in herewith attached <u>Terms of Reference (TOR)</u>.</p>	
	<p>Eligibility under the Terms of Reference</p>	
	<p>The Service Provider must possess a good track record in security services for at least three (3) years. Thus, a certification that the Service Provider has at least three (3) years' experience in security with satisfactory performance from clients is required.</p>	
	<p>Clearance from the National Labor Relations Commission (NLRC) stating that the bidder has no pending. Administrative Case for violation of the minimum wage laws and other applicable labor rules and regulations (covering the period CY 2020 and 2021). The said certification must be issued on the current year and must be duly notarized and in original form;</p>	
	<p>DOLE Registration and Certificate of No Pending Case, DOLE Clearances, DOLE Notice of Inspection Results;</p>	
	<p>Certification from the bidder under oath of its compliance with existing labor laws and standard;</p>	
	<p>Certification from Philippine National Police which the firearms will be using of the Security Personnel does not have records for illegal activities;</p>	
	<p>Certificate of membership from Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) of current and good standing.</p>	
	<p>Certificate of membership from Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) of current and good standing.</p>	
	<p>Proof of Payment and Undertaking of the Benefits Paid</p>	
	<p>PHILHEALTH Certification or Clearance – Membership and paid remittances of all existing personnel of CY 2021. Certification or Clearance must be issued on the current year;</p>	
	<p>PAGIBIG Certification of Clearance – Membership and paid remittances of all existing personnel for CY 2021 including the alpha list. Certification or Clearance must be issued on the current year;</p>	
	<p>SSS Certification or Clearance – Membership and paid remittances of all existing personnel for CY 2021 including the alpha list. Certification or Clearance must be issued on the current year.</p>	<p><i>independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

*** This document must be attached to the Technical Component Envelope***

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

TERMS OF REFERENCE

I. Project/Activity Information

- a. **Title:** Procurement of Security Services for the DSWD Field Office III – Early Procurement Activity (EPA).
- b. **Duration:** February 1, 2022 – December 31, 2022
- c. **Sites:**
 - (1) DSWD – Field Office III Main and Extension Building (including Warehouse), DMGC Maimpis, City of San Fernando (P);
 - (2) DPEO Aurora;
 - (3) DPEO Bataan;
 - (4) DPEO Bulacan;
 - (5) DPEO Nueva Ecija;
 - (6) DPEO Pampanga;
 - (7) DPEO Tarlac;
 - (8) DPEO Zambales;
 - (9) Regional Home for Girls;
 - (10) Tarlac Lingap Center;
 - (11) Haven for Girls;
 - (12) Regional Rehabilitation Center for Youth; and
 - (13) Tarlac Home for Women
- d. **Participants:** All DSWD Field Office III, CRCF and DPEOs Officials and Employees including Clientele.
- e. **Budgetary Requirement:** Nine Million Two Hundred Fifty Thousand Five ‘ Hundred Two Pesos and Sixty-Three Centavos (**Php9,250,502.63**)
- f. **Source of Fund:** Fund Source: Direct Release

II. Qualification

A. Qualification of the Service Provider

The Service Provider must possess a good track record in security services for **at least three (3) years**. Thus, a certification that the Service Provider has **at least three (3) years’ experience** in security with satisfactory performance from clients is required.

The Service Provider must submit the following requirements:

1. Certification stating that the Service Provider have **at least three (3) existing projects to date with certification of satisfactory performance** (must be duly notarized and in original copy and issued on the current year;
2. **Clearance from the National Labor Relations Commission (NLRC)** stating

that the bidder has no pending. Administrative Case for violation of the minimum wage laws and other applicable labor rules and regulations (covering the period CY 2020 and 2021). The said certification must be issued on the current year and must be duly notarized and in original form;

4. **DOLE Registration and Certificate of No Pending Case, DOLE Clearances, DOLE Notice of Inspection Results;**
5. Certification from the bidder **under oath** of its compliance with existing labor laws and standard;
6. **Certification from Philippine National Police** which the firearms will be using of the Security Personnel **does not have records for illegal activities;**
7. Certificate of membership from **Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO)** of current and good standing.
8. Certified true copy of the following clearances or certification for further evaluation and to ensure its compliance with existing labor laws and standard of the following:
 - a. **Proof of Payment and Undertaking of the Benefits Paid;**
 - b. **PHILHEALTH Certification or Clearance** – Membership and paid remittances of all existing personnel of CY 2021. Certification or Clearance must be issued on the current year;
 - c. **PAGIBIG Certification of Clearance** – Membership and paid remittances of all existing personnel for CY 2021 including the alpha list. Certification or **Clearance must be issued on the current year;**
 - d. **SSS Certification or Clearance** – Membership and paid remittances of all existing personnel for CY 2021 including the alpha list. Certification or Clearance must be issued on the current year.

DURING POST QUALIFICATION:

Additional technical parameters required as per Appendix 23 of RA 9184 Guidelines on Procurement of Security and Janitorial Services:

1. Stability
 - (a) Years of Experience
 - (b) Liquidity of the Contractor
 - (c) Organizational Set-up
2. Resources
 - (a) No. of Licensed Firearms
 - (b) No. and Kind of Communication Devices
 - (c) No. and Kind of Motor-Powered Vehicles
 - (d) No. of Licensed Guards
3. Security Plan

4. Other Factors

- (a) Recruitment and Selection Criteria
- (b) Completeness of Uniforms and Other Paraphernalia

B. Qualification of the Security Personnel to be Assigned

The Security Personnel that shall be assigned by the Service Provider to the DSWD Field Office III Main and Extension Buildings (including Warehouse), DPEOs and CECFs shall possess the following qualifications:

1. With valid Security Guard License, License to Carry Firearms and license/training to use handheld radios;
2. Bonded with at least Php1,000.00 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 relations, values formation courtesy and discipline;
5. Physically and mentally fit, at least 165 cm (5'5") in height, 54.5 kgs *120 lbs) in weight and not less than 25 nor more than 40 years old;
6. Must have passed the Psychological Test, Drug Test and Medical Clearance;
7. With good moral character, possess clearances from Philippine National Bureau of Investigation (NBI).

III. Alterations

The Service Provider shall be responsible to the Administrative Division Chief. All reports shall be submitted monthly to Administrative Division thru the General Services Section who shall supervise and monitor the implementation of security services of the Service Provider.

IV. Duration of the Contract

The Contract Term shall be for a period of Eleven (11) months on February 1, 2022 until December 31, 2022. For the provision on contract extension, refer to **Appendix 24 – Revised Guidelines on the Extension of Contracts for General Support Services** of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

V. Scope and Assignment

The Service Provider shall provide qualified and competent security guards to the following offices and facilities of the Department, Breakdown is as follows:

Office/Facilities	Men Guard	Lady Guard	No. of Guards	Remarks

Field Office III	9	1	10	3 Morning, 3 Mid Shift, 3 Evening Shift
	1		1	8am to 5pm
RRCY	2		2	1 Morning Shift, 1 Mid Shift
TLC	2		2	1 Morning Shift, 1 Mid Shift
HAVEN		1	1	1 Morning Shift
THFW	1	1	2	1 Morning Shift, 1 Mid Shift
RHFG		1	1	1 Morning Shift
DPEO -Aurora	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift
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DPEO –Nueva Ecija	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift
DPEO - Pampanga	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift
DPEO -Tarlac	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift
DPEO - Zambales	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift
TOTAL	35	4	39	

1. In the DSWD Main Building, there should be one (1) Security Supervisor who will provide technical and administrative works regarding security matters as well as act confidential officer. Also, the said security officer will act as CCTV operator to manage the moving cameras to be installed inside and outside the premises.
2. The Service Provider shall be responsible for the following:
 - i. Protect the DSWD Field Office III, DPEOs and CRCFs' building, facilities, properties, and personal belongings in the area of jurisdiction from disturbance, burglary, robbery, vandalism, pilferage, theft, sabotage and other unlawful acts. Any incident as such shall be immediately reported to the General Services Section Chief for his appropriate action;

- ii. Secure and defend from harm the DSWD Field Office III, DPEOs and CRCFs' personnel including its visitors and clientele while they are within the area of jurisdiction;
 - iii. Implement the DSWD Field Office III, DPEOs and CRCFs' security measures and other security related policies which may be promulgated from time to time;
 - iv. Submit daily reports and other reports as may be required by the DSWD Field Office III on security activities;
 - v. Monitor and log all leaving and arriving DSWD Field Office III, DPEOs and CRCFs' vehicles.
 - vi. Provide identification cards (IDs) for all visitors and clients of DSWD Field Office III, DPEOs and CRCFs;
 - vii. Implement the agency's existing Security Protocols and Guidelines on Safety and Safety Measures.
3. The Service Provider shall provide the required security equipment and all its peripherals to its security personnel assigned in the DSWD Field Office III. The Service Provider shall facilitate the preventive maintenance, repair and or replacement of all existing/ old surveillance equipment and cameras as may be necessary to ensure the continuity of efficient security services.
 4. The Service Provider shall supply the CD-RW or hard disk drive that contain the recordings covering previous weeks and/or month/s, and to henceforth submit the same regularly. The recorded CCTV footages must be available for review at all times'
 5. Except from fortuitous events and/or negligence of the Department's officials and employees, the Service Provider shall be accountable for the following:
 - a. Any loss or damages to all property appearing in the Inventory Report and/or other reports/documents which serve as proof of the agency'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.

Failure of the Service Provider to conduct proper maintenance of CCTV camera/ other equipment and provision of the required copy of CCTV recordings within seven (7) working days upon receipt of notice from the General Services Section, except from the negligence and/or concern of the agency, shall be charged with **liquidated damages for non-compliance. One tenth of one percent (1/10 of 1%)** of the cost of the bill shall be deducted from the total amount due for the month.

6. The Service Provider shall pay for the damages through deduction from its monthly billing. In case that the cost of damages cannot be covered by its collectibles from the agency, the Service Provider shall pay in cash or restore the property at its expense with one (1) month from notice.
8. The Service Provider shall at all times be solely liable and responsible for the enforcement of and compliance with all existing laws, rules and regulations on labor personnel wages/ salaries/ benefits rights and privileges, particularly the Labor Code. Social Security System, Employees Compensation Commissions, Philippine Health

Insurance, among other. The Service Provider shall hold the agency free from any liabilities in respect thereto and/ or which may arise therefrom.

9. The agency shall provide an updated list every month of physical inventory of properties from the different offices of the DSWD Field Office III including DPEOs and CRCFs.
10. The agency shall pay the service provider within thirty (30) days upon receipt of the bill, daily time records of the security personnel and other required reports;
10. A creditable withholding tax shall be deducted from the monthly gross bill amount broken down as follows:
 - Expanded Value Added Tax (EVAT) – 5%
 - Expanded Withholding Tax – 2%
11. The security personnel to be provided by the Service Provider shall not be related to any DSWD Field Office III personnel within the 3rd degree of consanguinity or affinity in the area or facilities of the agency being serviced as such, the latter shall not in any matter be liable or responsible for any personal injury or damages, including death caused by said security personnel assigned to the agency during the lawful performance of their duties.

VI. Budgetary Requirement

The agency shall pay the Service Provider subject to applicable taxes, a fixed cost chargeable against GASS and other available program funds. The contract shall be for eleven (11) months, covering the period of **February 1, 2022 – December 31, 2022** but shall be obligated upon approval for GAA 2022 for Direct Release pursuant to the guidelines on the conduct of Early Procurement Activity.

- a. The agency shall pay the Service Provider the amount of **Nine Million Two Hundred Fifty Thousand Five Hundred Two Pesos and Sixty Three Centavos (Php9,250,502.63)** for a complement of thirty-nine (39) **security personnel** including working supervisor and night differential.

These amounts are for the services of thirty-nine (39) security personnel including their security equipment.

If, during the effectivity of the contract between the Service Provider and the agency, a wage order or providing additional benefits to employees in private sector, the rates herein shall be adjusted accordingly. The Service Provider shall comply with the wage increase. Salary adjustment within the contract duration under DOLE Wage Order shall be on the account of the Service Provider.

VII. Other Requirements

1. The Security Service Provider must be able to provide, install and make available in the performance of this contract, the following equipment for DSWD Field Office, DPEOs and CRCFs:
 - Fifteen (15) Hand-Held Scanners; and
 - Twenty-Eight (28) Hand-Held Radios (4 for DSWD Field Office, 2 per DPEO and CRCFs)
2. In the event that the security contract expires without a successful procurement of security services, the contract may be extended subject to availability of funds.
3. The Service Provider shall be willing to absorb forty (40) percent of the existing total number of security personnel assigned in DSWD Field Office III, DPEOs and CRCFs with satisfactory performance.
4. The Security Provider shall pay in advance the salary and other benefits of its security personnel to comply with the labor laws any delay and non-payment of salaries and other benefits to any security personnel by the service provider are grounds for the immediate termination of contract.
5. The agency shall not be held liable for any claims of the Agency's assigned security guards for their salaries and wages, benefits, compensation for death or sickness due to them or for any other claims arising from or in connection with their employment with the agency except those required by law to be paid by the agency through the agency.
6. The Service Provider shall submit to DSWD Field Office III together with its monthly invoices, original Daily Time Record, duly certified copy of the immediately preceding payroll and a sworn certification/ undertaking duly executed by its General Manager/ President stating that all workers and/ or personnel assigned to the agency pursuant to this Agreement have been paid the required minimum wage and other mandatory benefits that they are entitled to under the law at least for the previous quarter with a commitment to pay the following quarter. The proof of payment of membership and remittances including the Alpha List of covering at least the previous quarter must support the processing of payment. The agency shall not process any bills that are not accompanied by the aforementioned document. If the billing is in order, DSWD Field Office III agrees to pay the Service Provider as soon as possible from receipt of such billings and shall pay within a period of thirty (30) days from its receipt. All billings must be submitted to DSWD Field Office III every 1st week of the month for timely processing of payment and in compliance to strict implementation of its monthly cash program.

Billings shall be based on the actual number of days worked during billing period.

Cost Components (Monthly)

There are four (4) major components of the quotation:

A. Direct Labor Cost;

B. Remittances/ Contributions to Government Institutions;

C. Administrative Cost for Security Personnel only; and

D. Taxes.

a. The Direct Labor Cost includes the following:

- i. Basic Pay for 8 hours work per day;
- ii. 5-day Incentive Leave Pay; and
- iii. 13th Month Pay

b. Contributions to Government Institutions:

- i. SSS Premium Contributions;
- ii. PhilHealth contributions;
- iii. Pag-IBIG;
- iv. Employees Compensation Commission (ECC); and
- v. Others as mandated by applicable laws.

c. Administrative Cost for Security Guards only

d. Include Cost for office uniform. Regular security personnel a material for daily operation will be provided by DSWD Field Office III

e. Taxes and Administrative Cost:

- i. 12% E-VAT as mandated by the law; and
- ii. 20% Administrative Cost. Under Section 4 (b) of DOLE Department Order No. 150-16, S. 2016, the Security Agency is allowed a standard administrative cost of not less than 20% of the total contract cost.

7. The Service Provider shall not terminate any assigned security guard in any offices of the agency without due process and approval of the Administrative Division Chief.
8. The Service Provider shall be ready at all times to provide additional security service requirements of the agency during significant events involving the emergency situations, and/ or disaster emergency situations and/ or disaster operations and its premises.
9. The agency may increase or decrease the number of assigned regular duty guards whenever necessary during the contract period including provision of additional hand-held radio and equipment in case of rallies or public demonstration, disaster and/ or emergency situations subject to availability of funds.
10. The agency may re-assign or request replacement of the security personnel any time during the contract period with or without cause.
11. The posting of the security personnel shall be as follows:

Shift	Time	Number of Security
Morning Shift	6:00AM to 2:00PM	13
Office Hours Shift	8:00PM to 5:00PM	1
Mid Shift	2:00PM to 10:00PM	10
Evening Shift	10:00PM to 6:00AM	15
TOTAL		39

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

Shift	Time
Morning	5:45 A.M.
Mid Shift	1:45P.M.
Evening	9:45 P.M.

Each of the above-mentioned personnel shall render **eight (8) hours of work daily, seven (7) days a week, including legal holidays**. Provided, that they shall be paid for the corresponding rates as allowed by the Labor Code, as amended, and any amendments thereto.

12. Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/ liquidated damages in the amount equal to 1/10 of 1% of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches 10% of the amount of the contract, the DSWD Field Office III may rescind the contract, without prejudice to other courses of action and remedies open to it.
13. All information, data and/ or documents of or relating to DSWD Field Office III, DPEOs and CRCFs which are classified as confidential shall be treated with extreme secrecy by the Security Agency, including its security personnel, and shall not be communicated or disclose to any person or entity without prior written clearances from DSWD Field Office III.
14. In the event that the Security Agency fails to comply with this confidentiality clause DSWD Field Office III shall have the right to see redress warranted under RA 10173, otherwise known as "Data Privacy Act of 2012", and other pertinent laws, rules and regulations.

*** Note: All signatories should be in the same page with the last part of the Project Proposal. Refer to the DSWD Administrative Order No. 16, series of 2019 or the 2019 Delegation and Delineation of Authority, and its amendments.*

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
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 **Section VII. Technical Specifications**, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
- ☐ (i) Conformity with **Section VI. Schedule of Requirements; and**
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (k) The Supplier’s Audited Financial Statements for year 2019 and 2018 (in comparative form or separate form):

-
- Independent Auditor's Report
 - Balance Sheet (Statement of Financial Position) and
 - Income Statement (Statement of Comprehensive Income)

Each of the above statements must have stamped **“received”** by the Bureau of Internal Revenue (BIR) or its duly accredited institutions.

- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

or

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

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.

II. FINANCIAL COMPONENT ENVELOPE

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

Section X. Bidding Forms

Bid Form for the Procurement of Security Services for the DSWD Field Office III
Early Procurement Activity (EPA)
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
FIELD OFFICE III
Diosdado Macapagal Government Center,
City of San Fernando, Pampanga

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 and Purpose of Commission or gratuity
---------------------------	--

_____	_____
_____	_____
_____	_____

(if none, state "None")

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

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

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: _____

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

For Services 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: _____

Price Schedule for Services Offered from Abroad

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

For Service Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Omnibus Sworn Statement

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]

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--

Bid Securing Declaration

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

BID SECURING DECLARATION

Invitation to Bid No.: GOP/DSWD3-2021-11-002

To: DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III
Diosdado Macapagal Government Center,
City of San Fernando, Pampanga

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]

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

**SWORN UNDERTAKING ON COMPLIANCE WITH EXISTING LABOR
LAWS AND STANDARDS**

(shall be submitted as part of Post Qualification requirements)

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

AFFIDAVIT

I, (Name of the 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:

1. That I am the (owner/proprietor/representative of (Name of the company/Name of bidder));
2. That our/my (firm/company/agency) abides and shall continue to abide by the existing labor laws and standards, rules, and regulations as implemented by the Department of Labor and Employment (DOLE);
3. That in support of the statement above, I have attached hereto a Certification/Clearance issued by DOLE (no pending case/complaint);
4. That should our/my (firm/company/agency) violate any rule or regulations as prescribed by DOLE, I/we will accept sanctions that may be imposed upon our/my (firm/company/agency).

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)

Certification from Insurance Commission

NOTE: Use this template for the required “Certification from the Insurance Commission”, which shall accompany surety bonds issued for purposes of Bid Security and Performance Security.

[Insurance Commission Letterhead]

CERTIFICATION

This is to certify that [insert Name of Insurance Company] is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as Fire, Marine, Casualty and Surety under [insert Certificate of Authority Number] effective [insert date of period of effectivity], unless sooner revoked or suspended for cause.

It is certified, moreover, that [insert Name of Insurance Company] is likewise authorized under Administrative Order No. 30 to underwrite and issue Performance Bonds, Bidder’s Bonds, and Surety Bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to the Revised Implementing Rules of RA.9184.

It is further certified that [insert Name of Insurance Company] issued a surety bond under [insert Bond No.] to [insert Name of Service Provider or Supplier] in favor of **Department of Social Welfare and Development** in the amount of [insert amount] for the [insert Name of the Project].

This certification is issued upon the request of [insert Name of the Authorized Representative] of [insert Name of Insurance Company], pursuant to Section 39.2(c) of the Revised Implementing Rules and Regulations of RA9184.

Issued on the [insert date] in [insert Place].

For the Insurance Commissioner

[insert name of Authorized Representative]

[insert Position and Office]

Paid under[insert Official Receipt No.]

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--

(Bidder's Company Letterhead)
Procurement of Security Services for the DSWD Field Office III – Early Procurement Activity (EPA)

ITB NO. GOP/DSWD3-2021-11-003
 Approved Budget for the Contract (ABC) – **PhP 9,250,502.63**

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is

 (PhP) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

CA	=	Current Assets	P
Less:			-
CL	=	Current Liabilities	P
Sub-Total 1			P
			X 15
Sub-Total 2			P
Less:			-
C	=	Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	P
		NFCC	P

Issued this _____ day of _____, 2021.

 Name of Company

 Signature of Bidder or Authorized Representative

 Name and Designation

*** This document must be attached to the Technical Component Envelope ***

1. The phrase “value of the bidder’s current assets and current liabilities” shall be based on the data submitted to the BIR, which refers to the values of the current assets and current liabilities reflected in the Audited Financial Statements.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex II.
3. The detailed computation must be shown using the formula provided above.
4. The NFCC computation must be at least equal to the ABC of the project

**PLEASE USE THIS PRESCRIBED FORMAT IN
THIS BID FORM**

**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: _____

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--

Statement of Single Largest Completed Contract of Similar Nature Within the Last Three (3) Years Prior to the Date of Submission and Receipt of Bids, equivalent to at least Fifty percent (50%) of the ABC of this project.

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: _____

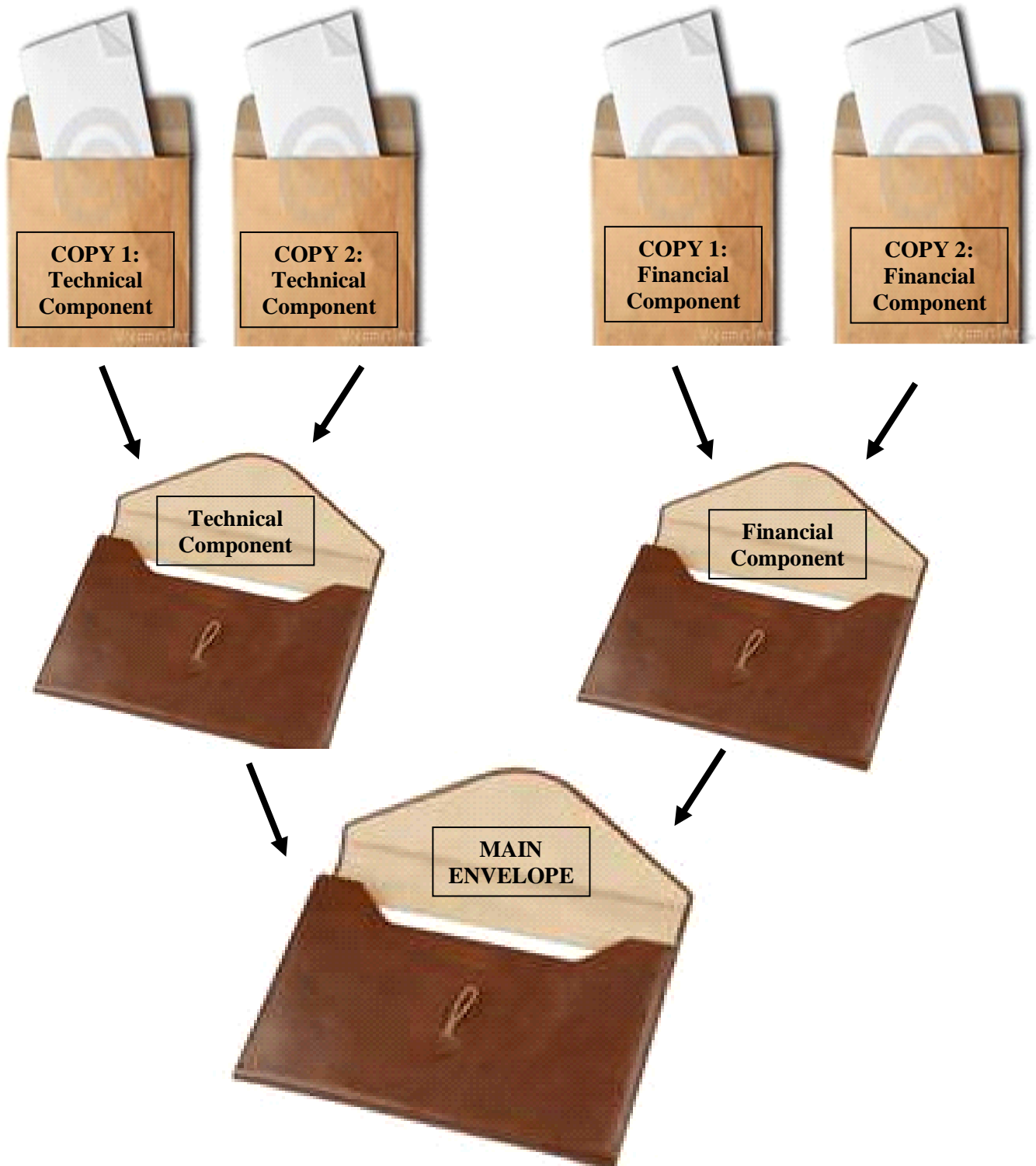
Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.4.

SEALING AND MARKING OF BIDS



SAMPLE FORMAT OF LABELED ENVELOPE

COPY 1 AND COPY 2 OF TECHNICAL COMPONENT:

COPY 1 – TECHNICAL COMPONENT

TO: **MS. VENUS F. REBULDELA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (Name of Bidder in Capital Letters)

ADDRESS: (Address of Bidder in Capital Letters)

PROJECT: (Title of Project in Capital Letters)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

COPY 2 – TECHNICAL COMPONENT

TO: **MS. VENUS F. REBULDELA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (Name of Bidder in Capital Letters)

ADDRESS: (Address of Bidder in Capital Letters)

PROJECT: (Title of Project in Capital Letters)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

OUTER ENVELOPE:

TECHNICAL COMPONENT

TO: **MS. VENUS F. REBULDELA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (Name of Bidder in Capital Letters)

ADDRESS: (Address of Bidder in Capital Letters)

PROJECT: (Title of Project in Capital Letters)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

MAIN ENVELOPE:

BIDDING DOCUMENTS

TO: **MS. VENUS F. REBULDELA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (Name of Bidder in Capital Letters)

ADDRESS: (Address of Bidder in Capital Letters)

PROJECT: (Title of Project in Capital Letters)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

