

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS: Provision of SECURITY SERVICES

Government of the Republic of the Philippines
PHILIPPINE SCIENCE HIGH SCHOOL
MAIN CAMPUS
Agham Road, Diliman, Quezon City

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR *Provision of Security Services*

1. The *PHILIPPINE SCIENCE HIGH SCHOOL – MAIN CAMPUS*, through the GAA 2021 intends to apply the sum of **Ten Million Six Hundred Fifty-Six Thousand Pesos (Php 10,656,000.00)** being the ABC to payments under the contract for ***Provision of Security Services***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *PHILIPPINE SCIENCE HIGH SCHOOL – MAIN CAMPUS* now invites bids for the above Procurement Project. Delivery of the Goods is required by **January 1, 2021**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
5. Prospective Bidders may obtain further information from *PHILIPPINE SCIENCE HIGH SCHOOL – MAIN CAMPUS* and inspect the Bidding Documents at the address given below during **9:00 a.m. to 3:00 p.m.**
6. A complete set of Bidding Documents may be acquired by interested Bidders on **December 7, 2020 until before the opening of bids** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php 5,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
7. The *PHILIPPINE SCIENCE HIGH SCHOOL – MAIN CAMPUS* will hold a Pre-Bid Conference¹ on **December 11, 2020 at 1:00 p.m.** through video conferencing or webcasting via **Goggle Meet** (meet.google.com/bwg-frod-ifh), which shall be open to prospective bidders.

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

8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 23, 2020 at 12:45 p.m.** Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **December 23, 2020 at 1:00 p.m.** via **Google Meet** (meet.google.com/sfa-wage-ank) Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The **PHILIPPINE SCIENCE HIGH SCHOOL – MAIN CAMPUS** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Mr. Azlek Owen B. Tan
Head, BAC Secretariat
Philippine Science High School – Main Campus
Agham Road, Diliman, Quezon City
aoibtan@pshs.edu.ph
Telefax No.: 8924-0617 / 7500-1448
www.mc.pshs.edu.ph
13. You may visit the following websites:

For downloading of Bidding Documents: **PSHS Main Campus Website**
<http://mc.pshs.edu.ph/goods-and-services/> and/or Philgeps Website

December 4, 2020

(Sgd) Ms. Jennifer C. Bermudez
Chairperson, BAC for Goods and Services

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *PHILIPPINE SCIENCE HIGH SCHOOL – MAIN CAMPUS* wishes to receive Bids for the **Provision of Security Services**, with identification number ***.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of **Provision of Security Services**, 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 *GAA 2020* in the amount of **Php 10,656,000.00**.

2.2. The source of funding is:

a. 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 Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and **through Google Meet** (meet.google.com/bwg-frod-ifh) as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated

through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *April 22, 2021*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing,

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

webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Provision of Security Services.</i> b. completed within <i>five (5) years</i> 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 <i>Philippine Science High School – Main Campus</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>Php 213,120.00</i> if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Php 532,800.00</i> if bid security is in Surety Bond.
19.3	<i>Not Applicable.</i>
20.2	<i>“No additional requirement.”</i>
21.2	<i>“No additional requirement.”</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 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

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

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

	<ul style="list-style-type: none"> c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed.]</i> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <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 b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p>

	<p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</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>

	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>

2.2	<p>The terms of payment shall be as follows:</p> <p>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.</p> <p>The supplier may submit a progress billing and corresponding request for progress payment for the delivered goods and/or services accomplished.</p> <p>The procuring entity shall deduct the following from the certified gross amounts to be paid to the supplier as progress payment:</p> <ul style="list-style-type: none"> • All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, unless otherwise approved by the President. • Retention money in an amount equivalent to at least ten percent (10%) of every progress payment.
4	<p>The inspections and tests that will be conducted are: <i>The Inspectorate Team with the TWG and/or End User unit 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.</i></p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	PROVISION OF SECURITY SERVICES	1	1	Within seven (7) calendar days from receipt of notice to proceed

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	PROVISION OF SECURITY SERVICES	
	<p>1. BACKGROUND</p> <p>The Philippine Science High School – Main Campus (PSHS-MC) requires the provision of security services to perform the following functions:</p> <ul style="list-style-type: none"> 1.1. Security and protection of its employees, students, visitors, equipment, buildings and premises from theft, loss or damage to property and maintenance of peace and order therein. 1.2. Strictly comply and enforce the policies, procedures and instructions regarding the entry and exit of students, employees, construction personnel, delivery personnel and other visitors, especially the health protocols during times of health crisis. 1.3. Patrolling and monitoring the PSHS-MC right-of-ways and other properties. 	

	<p>1.4. Other official functions, as may be needed/ required. PSHS-MC intends to contract the security services for the above purposes.</p> <p>2. AREAS OF RESPONSIBILITY</p> <p>2.1. All PSHS-MC Assets including but not limited to its Administration and Academic Buildings, Dormitory Buildings, Multi-purpose Gymnasium, Maintenance Shop, Animal House Building, PSHS Cafeteria and other facilities (e.g. outdoor basketball and volleyball courts, landings, stairwells, fire exits, corridors, external pathways, open parking and covered areas).</p> <p>3. GENERAL SCOPE OF WORK</p> <p>The Security Agency shall undertake the following functions and responsibilities:</p> <p>3.1. Secure, protect and guard PSHS-MC students, employees and visitors from assault, harassment, threat and intimidation within the Agency's area of responsibility (AOR);</p> <p>3.2. Secure, protect and guard the facilities/ properties within the AOR from theft, robbery, arson, destruction and damage and other related crimes punishable by law;</p> <p>3.3. Preserve the AOR and prevent the intrusion of informal settlers and building of illegal / unauthorized structures therein. The Agency shall notify PSHS-MC of any such intrusion, illegal structures within twenty four (24) hours from occurrence of such incidents;</p> <p>3.4. Remove or demolish at its own initiative or upon formal notification by PSHS-MC, within twenty four (24) hours of any on-going illegal constructions within the AOR discovered during the effectivity of the Contract for Security Services;</p> <p>3.5. Compensate PSHS-MC for the cost of demolition/eviction of illegal residential structures and such other cost and damages as PSHS-MC may incur or suffer arising from, or consequent to, the Agency's failure to comply with its obligation under Sections 3.3 and 3.4 hereof;</p> <p>3.6. Notwithstanding Sections 3.4 and 3.5, the Security Agency shall be liable for the penalty of TEN</p>	
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	<p>THOUSAND PESOS (P10,000.00) per illegal structure constructed during the effectivity of the Contract;</p> <p>3.7. Assist the Philippine National Police in maintaining peace and order within the Agency's AOR;</p> <p>3.8. Implement/ comply with PSHS-MC rules and regulations and other standard operating procedures (SOP) promulgated by PSHS-MC pertaining to the Security Agency's Code of Personnel Policy;</p> <p>3.9. Maintain and monitor the CCTV camera system, including the necessary replacement of defective devices, extraction of videos upon the request and approval of the PSHS-MC's authorized personnel;</p> <p>3.10. Provide or reinforce the security force in any of the AOR upon directive or notification by the PSHS-MC;</p> <p>3.11. Conduct regular patrol of the premises of the PSHS-MC;</p> <p>3.12. Prepare and submit daily, weekly, and monthly reports such as but not limited to:</p> <ul style="list-style-type: none"> a. visitors' log b. employees' log c. incident reports <p>3.13. Conduct regular on the spot search of vehicles and belongings as necessary.</p> <p>3.14. The Agency shall pay the wages, salaries or compensation of the security personnel in accordance with the provisions of the Minimum Wage Law as follows:</p> <ul style="list-style-type: none"> a. Not later than the 15th and 30th day of the month b. Through ATM payroll account c. Acknowledgement of the payroll sheet shall be done on PSHS premises d. Payslips should be provided per payroll period. <p>The payment shall be made, even if, for some reason or the other, the Agency fails to collect on time from PSHS-MC.</p> <p>3.15. The Agency hereby acknowledges that no authority has been conferred upon it by PSHS-MC to hire any person or persons in behalf of PSHS-MC, and it is understood that each person or persons employed or utilized by the Agency in carrying out the security services shall be paid by and considered as exclusive employee of the Agency and as such PSHS-MC shall not be responsible whatsoever for any claim or claims for personal injury, wages, damages, including death, caused to the Agency</p>	
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	<p>and/or its personnel themselves or third persons, where such injury or death arises out of, or in the course of the performance of the duties of the security personnel. The Agency holds PSHS-MC free and harmless from any claim whatsoever from its security personnel.</p> <p>3.16. Any security personnel found ineffective based on signed reports shall be immediately replaced by the Agency upon written request by the Head of the Procuring Entity or his duly authorized representative.</p> <p>3.17. PSHS-MC, in case of disagreement or controversy regarding the restitution of any PSHS-MC property lost, damaged or destroyed during the term of the Contract, shall create an Investigation Board composed of two (2) officials from the PSHS-MC and one (1) from the Agency whose decision shall be final unless otherwise reversed by the Head of the Procuring Entity. Immediately after it has been determined that Agency is at fault, the Agency shall immediately pay PSHS-MC the cost of the lost items otherwise, PSHS-MC shall withhold such amount from the Agency's billings.</p> <p>3.18. Perform other tasks as may be required by PSHS-MC related to security and safety.</p> <p>4. DUTIES AND RESPONSIBILITIES OF SECURITY PERSONNEL</p> <p>The Agency's responsibilities, functions, and duties, through the security guards deployed in the AOR shall include but not limited to the following:</p> <p>a) DETACHMENT COMMANDER</p> <ol style="list-style-type: none"> 1. Takes charge of the general supervision and administrative functions and strict disciplinary actions for the Security Detachment; 2. Maintains roster of the Security Detachment; 3. Develops and prescribe security reaction drills in response to calls for assistance and in case of fire, natural calamities and other emergencies; 4. Prepares and submits daily security reports on time; 5. Authenticates guard detail and submit monthly summary of security related incidents. 6. Conducts and coordinates investigation and proper disposition of security related incidents. 	
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	<ol style="list-style-type: none"> 7. Acts on all guard delinquency reports and maintain records of offenses recommended for disciplinary action. 8. Provide safety inspection procedures to all persons entering any gate or point of entry of PSHS-MC properties within the AOR. 9. Conducts regular inspection of stations of security guards performance and ensure the upkeep of security equipment and security guard barracks/outpost. 10. Acts as link-up and develop procedures for cooperation and mutual assistance with the nearest PNP stations for the security of life and property. 11. Establishes network for mutual Police assistance and other concerned government agencies. 12. Performs other duties not contradictory to his job as security officer as may be directed by PSHS-MC. 13. Answers queries and appear as witness relative to any incident within the AOR. <p>b) SUPERVISOR/SECURITY OFFICER</p> <ol style="list-style-type: none"> 1. Assumes the duties and responsibilities in the absence of the Detachment Commander. 2. Prepares guard details to include name of guards, shift scheduling and posting. 3. Conducts daily guard mounting, briefing and dissemination of instructions issued by PSHS-MC. 4. Conducts investigation on any security related incidents. 5. Conducts regular inspection of the physical security infrastructures and security guard barracks/outpost. 6. Conducts monthly performance evaluation of his security personnel and submits summary thereof to the agency. 7. Prepares and submit regular reports as may be required by PSHS-MC. 8. Performs other duties as may be directed from time to time. 9. Answers queries and appear as witness relative to any incident within the AOR. <p>c) SECURITY GUARD</p> <ol style="list-style-type: none"> 1. Strictly abides by the Agency's Code of Conduct, Code of Ethics and the General Orders of the Security Guard while on post; 	
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	<ol style="list-style-type: none"> 2. Safeguards PSHS-MC properties, equipment, facilities and installations as well as the students, employees and all persons transacting business within or near its premises against unlawful acts; 3. Reports on time for duty in complete and proper uniform, presentable and neat in his appearance; 4. Strictly enforces the “NO ID, NO ENTRY” policy. 5. Monitor all PSHS-MC students, employees, contractors and visitors and frisk for deadly weapons, explosive materials, toxic substances, illegal drugs, contraband items and harmful materials upon reasonable grounds for suspicion and shall cause the apprehension of perpetrators, if necessary. 6. Detects, prevents and reports any form of breach of PSHS-MC rules and regulations and/or cause the arrest of the perpetrators. 7. Records and reports all unusual incidences that may occur during his tour of duty to his Supervisor (Security Officer) or Detachment Commander for information and appropriate action. 8. Directs and ensures smooth flow of vehicles and pedestrian traffic in their areas of responsibilities, as necessary. 9. Enforces security regulations against illegal vendors, vagrants, hawkers, bystanders and informal settlers. 10. Always carries his license to practice, NTC permit to handle communications equipment, a copy of the firearm’s license assigned to him, and his Duty Detail Order authorizing him to carry his issued firearm within his area of jurisdiction. 11. Maintains and updates a logbook when manning a fixed post. 12. Regularly inspects and monitors the condition, location and status of fire extinguishers, fire hydrants, water supplies, hoses, fire exits, electrical control switches, gas tanks and alarm systems and reports defects to PSHS-MC. 13. Reports information pertaining to criminality to the nearest police unit or law enforcement agency in the locality. 14. Establishes cooperative line with the Public Safety Agencies, Philippine National Police, Fire Department, Barangay, etc. 	
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	<ol style="list-style-type: none"> 15. Provides close-in security to PSHS-MC officials as may be directed to him by the PSHS-MC and provide assistance to PSHS-MC employees and students as may be needed. 16. Exercises tact and courtesy at all times to all PSHS-MC employees, students and visitors. 17. Provides security assistance as may be required or directed to him by the PSHS-MC and provide assistance to PSHS-MC employees, students and visitors as may be requested. 18. Performs such other related tasks as may be directed to him by his Officer-in-Charge, Detachment Commander or Security Manager of PSHS-MC Authorized Personnel. 19. Answers queries and appear as witness relative to any incident within the area of responsibilities. <p>d) ROVING GUARD</p> <ol style="list-style-type: none"> 1. Monitors the grounds of his area of responsibility. 2. Monitors the perimeter fences, vehicles, lighting facilities and equipment installed and stored within his area of responsibility. 3. Implements the rules on personnel access as stated in the PSHS-MC Security Measures. 4. Conducts regular inspection of PSHS-MC properties and reports any defects thereof. 5. Answers queries and appear as witness relative to any incident within the area of responsibilities. <p>e) GATE GUARD</p> <ol style="list-style-type: none"> 1. Implements the rules on vehicles control as stated in the PSHS-MC's Security Measures. 2. Maintains cleanliness of guard booth and its surroundings at all times. 3. Monitors the vehicles, lighting facilities and equipment installed and stored within his area of responsibility. 4. Implements the rules on personnel access as stated in the Security Measures. 5. Effectively controls the flow of traffic and direct vehicles to park properly in their designated areas. 6. Safeguards and prevents official PSHS-MC and employees vehicles parked at designated parking areas from pilferage of accessories and other attachments. 	
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7. Maintains and updates a logbook when manning a fixed post.
8. Conducts thorough inspection of vehicles coming in and going out of the premises of the PSHS-MC.
9. Answers queries and appear as witness relative to any incident within the area of responsibilities.

5. AGENCY REQUIREMENTS

Posting Area	No. of Guards per Shift			Required Firearms	
	1 st (6am-2pm)	2 nd (2pm-10pm)	3 rd (10pm-6am)	Shotgun	.38 Revolver
Information/ Lobby (ASTB)	1	1			
Pedestrian Gate (Gate 1)	1	1			
Vehicular Entrance (Gate 1)	1	1	1		1
Vehicular Exit (Gate 2)	1	1	1		1
Vehicular Exit (Gate 3)	1	1	1		1
Back Area (GRHM/ BRHA-2/ Animal House)	1	1	1		1
Back Area (BRHM, BRHA-1)					
Back Area (SHB Lobby/ GRHM Gate/ ASTB Parking Dining)	1	1			1
Multi-Purpose Gymnasium Area/Track and Field Oval	1	1	1		1
Construction Entrance/Exit (Gate 0)	1	1	1		1
Maintenance Shop					
Building Roving (ASTB & SHB) and CCTV Monitoring	2 (10am-6pm)				
Detachment Commander/ Shift In-Charge	1	1	1	1	
Total	12 (120hrs)	10 (96hrs)	7 (80hrs)	1	7

- 5.1. The number of security guards may be augmented depending upon the needs of PSHS-MC.
- 5.2. The security services shall be rendered twenty four (24) hours a day, seven (7) days a week in their respective area, as scheduled. However, guards may be deployed eight (8) hours per day, six (6) days a week in consonance with the provisions of the Labor Code of the Philippines.
- 5.3. The security personnel requirement for these areas of responsibility shall be TWENTY NINE (29) security guards with corresponding organizational and individual equipment.
- 5.4. The security agency must have provided security services with at least two (2) years to an educational institution of at least five hundred (500) students.

6. QUALIFICATION OF OFFICERS AND SECURITY GUARDS

- 6.1. The Agency shall submit the Curriculum Vitae and work experiences in security operations of the nominated Detachment Commander and security guards for review by the PSHS-MC Management
- 6.2. The officers and security guards to be deployed must possess the following minimum general qualifications:
 - a) Must be of good moral character and reputation;
 - b) Must be courteous, alert and without any criminal or derogatory police record;
 - c) Must be physically and mentally fit and must have passed a Neuro-Psychiatric examination and standard drug test conducted by a DOH accredited medical service provider;
 - d) Must be duly licensed, properly screened, and cleared by the Supervisory Officer for Security and Investigation Agencies (SOSIA) of the Philippine National Police (PNP), and National Bureau of Investigation (NBI) and Barangay Chairman;
 - e) Experience with relevant training on security systems as supported by certificates to be submitted before posting and subject for authentication;
 - f) Has completed relevant trainings required in emergency situations;

	<ul style="list-style-type: none"> g) At least five feet four inches (5' 4") in height and not less than 120 pounds in weight; h) Provided with complete and decent uniforms and identification patches (barong for the security officers and long sleeve uniform for the security guards on Mondays and short sleeve the rest of the week). i) With good oral and written communication skills. <p>6.3. Specific Qualifications of the Detachment Commander and Shift In-charge</p> <ul style="list-style-type: none"> a) At least thirty (30) years old; b) With at least two years of relevant college studies. Has completed the security supervisory training; c) With at least three (3) years relevant experience as security supervisor in security operations, two (2) years of which in an educational institution; d) With at least two (2) years of experience as security supervisor with the security agency; e) All Security Officers must be a licensed driver for at least two (2) or four (4) wheeled vehicles; f) All Security Officers must be computer literate; g) All Security Officers must be knowledgeable in the basic operations of a CCTV System (video playback and extraction of video data) <p>6.4. Specific Qualifications of the Security Guards</p> <ul style="list-style-type: none"> a) At least twenty five (25) years old. b) At least high school graduate with two (2) years relevant experience of security operations in an educational institution. c) With at least two (2) years of experience with the security agency. <p>For this purpose, the Agency shall submit, as part of the technical proposal, a sworn statement or certification that each security personnel to be deployed, possesses the aforementioned minimum qualifications.</p>	
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7. MINIMUM LOGISTICS REQUIREMENT:

The security agency shall provide the necessary equipment such as, but not limited to firearms, service vehicles, radios and other equipment needed to implement the contract to wit:

ITEMS	QUANTITY
COMMUNICATIONS EQUIPMENT	
Base Radio with complete accessories	1 set
Handheld portable radio	15 sets
Battery Charger for portable radio	15 sets
Extra Rechargeable radio battery	15units
Cellular Phone with P500 monthly load allocation	1 unit
VEHICLES	
Four-wheel service vehicle; <i>in good running condition with at least six (6) liters of fuel/day</i> – security agency shall provide immediate replacement of the vehicle assigned should there be defects observed on the assigned service vehicle within 12 hours after the defect was noticed.	1 unit
Mountain Bike – security agency shall provide immediate replacement of the mountain bikes assigned should there be defects observed on the mountain bike within 12 hours after the defect was noticed.	4 units
ARMAMENTS (Licensed): with basic load ammunition	
Shotgun; 12 gauge	1 unit
.38 Caliber Revolver	7 units
OTHER LOGISTICS	
Computer with complete accessories & printer	1 set
Watchman clock; program installed on the computer for printouts (MPG, GRHA, GRHM, BRHA, BRHM, SHB (2), Dreamerst, ASTB, Admin. Bldg. & other areas)	15 stations
Rechargeable flashlight	24 units
Rechargeable high powered search light	6 units
Megaphone; heavy duty	2 units
Metal detector	2 units
Under chassis inspection mirror	2 units
Truncheon	15 units
Shield	15 units
Big utility umbrella; heavy duty	5 units

Rain coats w/ rain boots	29 sets
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The Agency shall assure that the above-mentioned equipment assigned to the PSHS Main Campus is in good condition and in the event that any equipment becomes defective, the contractor shall immediately replace it.

The Agency shall assure that the equipment shall be used exclusively for the service to the PSHS Main Campus.

The PSHS Main Campus reserves the right to reject equipment provided by the agency if said equipment is found defective. In such event, the Agency shall immediately replace such equipment at no cost to the PSHS Main Campus.

8. COMPREHENSIVE SECURITY PLAN

The Comprehensive Security Plan of the selected Agency shall be subject to further review by PSHS-MC after the bidding. Should there be revisions on said plan, it shall be immediately returned to the winning agency for finalization. The revised Security Plan must be submitted within ten (10) calendar days from receipt of the Notice of Award for approval.

9. TRAININGS

The Agency shall be responsible for skills development of its employees such as skills training, product/equipment knowledge and values formation.

10. DURATION OF CONTRACT

10.1. The contract shall be for a period of one year (1) year commencing upon receipt of Notice to Proceed, but renewable for the next two (2) years subject to the result of the annual performance evaluation of the Security Agency before the end of each year.

Should the Security Agency fail to maintain a *Satisfactory Performance* based on the set of performance criteria stated below, the PSHS-MC may pre-terminate the Contract for failure by the agency to perform its obligation following the procedure prescribed under the guidelines on termination of contract issued by the Government Procurement Policy Board (GPPB) under Resolution No. 018-2004, dated 22 December 2004.

10.2. The Performance criteria to be applied shall include, among others the following (Section 5.4, Appendix 23 of the 2016 Revised IRR of R.A. 9184):

a) Quality of service delivered;

	<p>b) Time management; c) Management and suitability of personnel; d) Contract administration and management; e) Provision of Progress Reports.</p> <p>RATING: 4.21–5.00 = Outstanding 3.44–4.20 = Very Satisfactory 2.61–3.40 = Satisfactory 1.81–2.60 = Needs Improvement 1.00– 1.80 = Poor</p>	
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Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
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

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

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

Annexes

Annex “A”

Statement of All Ongoing Government and Private Contracts

a. Date Awarded	b. Contract Effectivity	c. Date Completed								
a. Amount of Award	b. Amount of Completion	c. Contract Duration								
Bidder's Role		%								
		Description								

Nature of Work									
a. O w n e r 's N a m e	b. A d d r e s s	c. T e l e p h o n e N o s .							
Name of Contract			<i>G o v e r n m e n t :</i>				<i>P r i v a t e :</i>		

Annex “B”

Statement of Single Largest Completed Contract

a. D a t e A w a r d e d	b. C o n t r a c t E f f e c t i v i t y	c. D a t e C o m p l e t e d								
a. A m o u n t o f A w a r d	b. A m o u n t o f C o m p l e t i o n	c. C o n t r a c t D u r a t i o n								
Bidder's Role		%								
		D e s c r i p t i o n								

Nature of Work									
a. O w n e r 's N a m e	b. A d d r e s s	c. T e l e p h o n e N o s .							
Name of Contract			<i>G o v e r n m e n t :</i>				<i>P r i v a t e :</i>		

Annex “C”

Estimates

ESTIMATES

ITEM	PARTICULARS	COST/MONTH (DAY TIME)	TOTAL/YEAR
A	AMOUNT DIRECTLY TO GUARD		
	New Daily Wage (<i>WAGE ORDER NO. NCR-22, 30 October 2018</i>)		
	Ave. Pay / Month (<i>DW x no. of days per year / 12</i>)		
	Night Differential Pay (<i>Ave. Pay / Mo. x 10% x 1/3</i>)		
	13th Month Pay (<i>DW x 365 / 12/12</i>)		
	5 Days Incentive Pay (<i>DW+COLA x 5/12</i>)		
	Uniform Allowance (<i>RA 5487</i>)		
	SUB-TOTAL		
B	AMOUNT TO GOVERNMENT IN FAVOR OF THE GUARD		
	Retirement Benefits (<i>RA 7641</i>) (<i>DW x 22.5/12</i>)		
	SSS Premium (<i>Employer Share</i>)		
	State Insurance (<i>ECC</i>)		
	PAG-IBIG Fund (<i>Employer Share</i>)		
	PHILHEALTH Contribution (<i>Employer Share</i>)		
	SUB-TOTAL		
C	TOTAL AMOUNT TO GUARD & GOVERNMENT		
D	EQUIPMENT/SUPPLIES		
E	AGENCY FEE (Administrative Overhead and Margin)		
F	Value Added Tax (<i>Agency Fee x 12%; VAT-RMC-039-2007</i>)		
G	MINIMUM CONTRACT RATE FOR EIGHT (8) HOURS Monthly Billing per Guard		
H	TOTAL FOR THE 29 GUARDS		

Annex “D”

Equipment Estimates

EQUIPMENT ESTIMATES

ITEMS	QUANTITY	ESTIMATED MONTHLY RATE	TOTAL MONTHLY COST
COMMUNICATIONS EQUIPMENT			
Base Radio complete accessories	1		
Handheld portable radio	15		
Battery Charger for portable radio	15		
Extra Rechargeable radio battery	15		
Cellular Phone with P500 monthly load allocation	1		
VEHICLES			
Four-wheel service vehicle; in good running condition with at least six (6) liters of fuel/day – security agency shall provide immediate replacement of the vehicle assigned should there be defects observed on the assigned service vehicle within 12 hours after the defect was noticed.	1		
Mountain Bike	4		
ARMAMENTS (Licensed): <i>with basic load of ammunition</i>			
Shotgun; 12 gauge	1		
.38 Caliber Revolver	7		
OTHER LOGISTICS			
Computer with complete accessories & printer	1		
Watchman clock; program installed on the computer for printouts (MPG, GRHA, GRHM, BRHA, BRHM, SHB (2),	15		

Dreamerst, ASTB, Admin. Bldg. & other areas)			
Rechargeable flashlight	24		
Rechargeable high powered search light	6		
Megaphone; heavy duty	2		
Metal detector	2		
Under chassis inspection mirror	2		
Truncheon	15		
Shield	15		
Big utility umbrella; heavy duty	5		
Rain coats w/ rain boots	29		
		TOTAL MONTHLY COST	
		TOTAL YEARLY COST	
		TOTAL MONTHLY COSR PER GUARD	

Annex “E”

Bid Securing Declaration

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

X-----X

BID SECURING DECLARATION
Invitation to Bid: *[Insert Reference number]*

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

I/We³, 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 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 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;
 - (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.

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Annex “F”

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;
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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by

me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Annex “G”

Bid Form

Date: _____
Invitation to Bid⁴ N°: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in [BDS](#) provision for **ITB Clause Error! Reference source not found.**² and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:⁵

Name and address of agent	Amount and Currency	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.

⁴ If ADB, JICA and WB funded projects, use IFB.

⁵ Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause Error! Reference source not found.** of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Annex “H”

Price Schedule

For Goods Offered from Abroad

Name of Bidder _____. Invitation to Bid⁶ Number _____. 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)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁶ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered from Within the Philippines

Name of Bidder _____, Invitation to Bid⁷ Number __, Page . of ____.

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

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁷ If ADB, JICA and WB funded projects, use IFB.

