

24GEB0040

**Provision of Security Services at
DPWH Mindoro Occidental DEO
for CY-2025**

6th Edition

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 THE FOLLOWING PROJECTS:

INVITATION TO BID

24GEB0040 - Provision of Security Services at DPWH Mindoro Occidental DEO for CY-2025

1. The Department of Public Works and Highways (DPWH) Mindoro Occidental DEO, through the FY-2024 RA 11975 Regular 2024 Current EAO intends to apply the sum of **Three Million Fifty-Three Thousand Five Hundred Sixty-Eight Pesos Only [Php3,053,568.00]**, being the Approved Budget for the Contract (ABC) for the payment under contract, Provision of Security Services at DPWH Mindoro Occidental DEO for CY-2025, with Contract ID 24GEB0040. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Public Works and Highways (DPWH) Mindoro Occidental DEO now invites bids for the above Procurement Projects. 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.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from Department of Public Works and Highways (DPWH) Mindoro Occidental DEO and inspect the Bidding Documents at the address given below during Monday to Friday from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 14 – December 3, 2024* 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 **FIVE THOUSAND PESOS only (Php5,000.00)**.
6. The Department of Public Works and Highways (DPWH) Mindoro Occidental DEO will hold a **Pre-Bid Conference on November 21, 2024, 2:00PM** at DPWH, Mindoro Occidental DEO Procurement Conference Room, Ground Floor, Main Office Building, Mamburao, Occidental Mindoro, and/or through video conferencing or webcasting via YouTube Live <https://www.youtube.com/@DPWHMindoroOccidental>, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before *December 3, 2024 9:00A.M.* Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be ***immediately after the deadline of submission of bids on December 3, 2024 at DPWH, Mindoro Occidental District Engineering Office, Procurement Office, Ground Floor Main Bldg., Mamburao, Occidental Mindoro.*** Bids will be opened in the presence of the Bidders' authorized representatives who choose to attend at the address below. Late bids shall not be accepted.
10. The Department of Public Works and Highways (DPWH) Mindoro Occidental DEO reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

CASIANA A. ABAD

Head, BAC Secretariat
DPWH, Mindoro Occidental DEO
Km. 407 Airport Road, Mamburao, Occidental Mindoro
Email Address: occidentalmindorobac@yahoo.com
Cellphone Number: 0956-495-3159

12. You may visit the following website:

For downloading of Bidding Documents: <https://www.gov.ph>

Approved:

MA. THERESA J. PALIMA

BAC-Chairperson

KVL RKSS JMU ERR

Dates of Publication: November 14 – December 3, 2024 DPWH Website, PhilGEPS Website
and DPWH-MODEO Bulletin Board

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, Department of Public Works and Highways – Mindoro Occidental DEO wishes to receive Bids for the Provision of Security Services at DPWH Mindoro Occidental DEO for CY-2024 with identification number 24GEB0040.

The Procurement Project (referred to herein as “Project”) is composed 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 CY-2024 RA 11975 Regular 2024 Current EAO in the amount of Php**3,053,568.00**.

2.2. The source of funding is:

a. RA 11975 Regular 2024 Current EAO.

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.

- a. 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:

- b. For the procurement of Expendable Supplies: 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.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on November 14, 2024 2:00 p.m. at DPWH, Mindoro Occidental DEO Procurement Conference Room, Ground Floor, Main Office Building, Mamburao, Occidental Mindoro 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 the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

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

15. Sealing and Marking of Bids

Each Bidder shall submit **two (2) copies** of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Security Service Provider b. completed within five (5) years from the date of submission and receipt of bids, a single contract that is similar to this Project, equivalent to at least Fifty percent (50%) of the ABC.
7.1	Subcontracting is not allowed
12	No further instructions.
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> <p>The amount of not less than 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>The amount of not less than 5% of ABC if bid security is in Surety Bond.</p>
15.0	Each Bidder shall submit two (2) copies of the first and second components of its bids.
19.3	<p>Bidders shall submit a proposal on one lot and evaluation and contract award will be undertaken on a lump sum basis.</p> <p>AWARD IS ON A LUMP SUM BASIS.</p>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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	Additional Requirements, Terms and Conditions of the Contract:
	<p>1. The SERVICE PROVIDER shall render security guard services to and shall provide the Mindoro Occidental DEO with such number of security guards as may be required by the Mindoro Occidental DEO, who possesses all the qualifications under the Private Security Agency Law and the implementing rules of the Philippine National Police Supervisory Office for Security and Investigation Agencies and such other requirements as herein below stipulated, for the purpose of keeping watch over and giving adequate protection to the Mindoro Occidental DEO's premises and officers, employees and visitors from robbery, theft, pilferage, arson, vandalism, trespassing, and other unlawful acts that may be committed by any person or group of persons, as well as to maintain peace and order, safety and security within the premises;</p>
	<p>2. The SERVICE PROVIDER shall provide and make available to the Mindoro Occidental DEO, on a daily basis, Sundays and Holidays, included, a twenty-four (24) hour security guard contingent, consisting of TEN (10) regular security guards. However, the parties, by mutual agreement, and when the same is necessary in the exigencies of the service, may increase or decrease the number of guards deployed by the SERVICE PROVIDER within twenty-four (24) hours, following either oral or written notice of the Mindoro Occidental DEO to the SERVICE PROVIDER. Mindoro Occidental DEO reserves the right to require changes, substitution or replacements of any of the guards assigned by the SERVICE PROVIDER pursuant to this contract;</p>
	<p>3. The SERVICE PROVIDER at its own expense shall provide the necessary firearms and ammunitions to the Security Guards assigned to the Mindoro Occidental DEO;</p>
	<p>4. The SERVICE PROVIDER warrants the qualifications and proper performance of duties of the Security Guards deployed or posted as required by the Mindoro Occidental DEO under the terms and conditions herein stipulated, and with the degree of due diligence required of similar security agencies for similar contracts as provided by the pertinent laws, rules and regulations;</p>
	<p>5. The SERVICE PROVIDER assures likewise, round-the-clock strict superintendence to all its Security Guards posted to the Mindoro Occidental DEO;</p>
	<p>6. Discipline, Administration and Operation of the Security Guards shall conform with the Rules and Regulations of Republic Act No. 5487, otherwise known as the "Private Security Agency Act", the rules and regulations of the PADPAO and other Presidential Decrees, laws and orders;</p>

	<p>7. The SERVICE PROVIDER hereby warrants that all guards assigned to render security services to the Mindoro Occidental DEO are its own employees and that no-principal-agency relationship or employer-employee relationship exist between the Mindoro Occidental DEO and the SERVICE PROVIDER, or between the Mindoro Occidental DEO and the Security Guards. The Mindoro Occidental DEO shall not be responsible for any claims of personal injury or damages, including death, caused to the Guard, or to any third person where such injury or death arise during the Guard's period of duty. It is expressly agreed and understood that premium payments/ claims under the provisions of the Social Security Act, Philhealth and HDMF /Pag-ibig Fund shall be for the account of the SERVICE PROVIDER;</p>
	<p>8. The SERVICE PROVIDER shall have command, supervision and control of the security guards with the best interest of the Mindoro Occidental DEO in mind. Mindoro Occidental DEO, however, shall have the right to give instructions, directions and orders to the security guards to ensure the proper enforcement of its rules, regulations and policies, in accordance with its service standard; provided that such instructions, directions and orders are not contrary to the law. The exercise by the Mindoro Occidental DEO of the said right, shall not in any way affect the independent contractor relationships between the Mindoro Occidental DEO and the SERVICE PROVIDER, as herein provided;</p>
	<p>9. The SERVICE PROVIDER shall assume responsibility for losses or damages that may occur to the property or properties of the Mindoro Occidental DEO during the watch hours of the former's security guards, provided it has been fully established after due investigation by the SERVICE PROVIDER's investigator and investigation conducted by appropriate government authority that said losses were the result of the act, omission, negligence or fault of the guards. However, the SERVICE PROVIDER shall not be held responsible where such losses or damages were due to force majeure or fortuitous event as defined in the Civil Code of the Philippines or any of the following causes or situations:</p> <p>a.) In cases where the loss or damage occurred inside a closed office/warehouse/premises to which the guard has no access, unless proven that the door or any part of the office/warehouse/premises was forcibly opened and such loss or damage was result of the negligence, act, fault or omission of the guard/s on duty; provided further, that such loss or damage is reported to the guard/s within twenty-four (24) hours from the time of the occurrence or discovery;</p> <p>b.) Any loss of property belonging to the Mindoro Occidental DEO issued to or held in trust by its employee/s, shall be the responsibility of said employee/s unless it has been fully established that such loss was the result of the security guard's negligence, fault, act or omission; provided that the SERVICE PROVIDER or its security guards has been duly notified and appraised of the presence of the said property which shall be kept in the proper place for safekeeping.</p>

	<p>c.) Any loss by theft during and immediately after the occurrence of a fire;</p> <p>d.) Loss of funds of the Mindoro Occidental DEO held in trust by, or in possession of the cashier or officer or employee shall be the responsibility of such cashier or officer or employee, and the SERVICE PROVIDER shall not be held liable for any loss thereof, unless it has been fully established that such loss was the result of the security guard's negligence, fault, act or omission; provided that the SERVICE PROVIDER or its security guards has been duly notified and appraised of the presence of said monies, cash or other funds which shall be placed in the proper safety vault for safekeeping.</p> <p>The Mindoro Occidental DEO shall immediately, or as soon thereafter, notify the SERVICE PROVIDER in writing of any loss or damage, furnishing the latter a complete inventory of such loss or damage to be accompanied by supporting papers/documents to establish the fact of loss or damage as well as the value of the things lost or extent of damage done.</p>
	<p>10. Additional Scope of Work:</p> <p>a.) Record all incoming and outgoing official equipment, supplies, materials, and properties, and keep on file copies of duly approved gate passes. A written report shall be submitted to the District Engineer thru Designated Security Personnel within twenty-four (24) hours if any property belonging to the Mindoro Occidental DEO shall be brought out without duly approved gate pass;</p> <p>In case of incoming and outgoing personal equipment, furnitures and appliances of Mindoro Occidental DEO Personnel, the security guards must likewise record the same in the logbook.</p> <p>b.) Security guards shall record all incoming and outgoing vehicles in their logbook;</p> <p>c.) Security guards shall allow visitors in the office premises only upon proper identification and shall require them to properly fill out the visitors' logbook and wear the Mindoro Occidental DEO visitors' ID;</p> <p>d.) Security guards shall record all trips of service vehicles and file one copy of each duly approved trip ticket;</p> <p>e.) Security guards shall enforce and obey all orders/instructions/memoranda, and other issuances by the District Engineer in behalf of Mindoro Occidental DEO; and</p> <p>f.) The security guards must conduct a roving inspection and ensure that all lights and air-conditioning units are turned off after office hours or whenever not in use.</p>

	<p>11. The SERVICE PROVIDER shall compensate the guards in such amounts that shall not be lower than those prescribed under labor law rules and regulations.</p> <p>12. Failure of the SERVICE PROVIDER to pay the amount of compensation due to the security guards for a period of one (1) month shall be a basis for the Mindoro Occidental DEO for the termination of contract.</p> <p>13. The Mindoro Occidental DEO must provide quarterly reports on the results of the feedback/surveys/comments on the performance of the Guards conducted by the same.</p> <p>14. The terms and conditions herein set forth shall be deemed modified by any applicable provisions of any subsequent law, especially with regard to increases in the minimum wage, taxes, cost of living allowances or the grant of any occupational benefit to workers, which increases in remuneration and/or benefits shall be the sole responsibility of the SERVICE PROVIDER. Any such adjustment or increase in amount may be a subject of negotiation between the SERVICE PROVIDER and the Mindoro Occidental DEO.</p>
	Delivery and Documents –
	<p>Delivery of services shall be made in accordance with the term specified in Section VI (Schedule of Requirements).</p> <p>Upon delivery of the services to the Project Site, the SERVICE PROVIDER shall notify the Mindoro Occidental DEO and present the following documents to the Mindoro Occidental DEO within 15 working days after the end of the applicable month, as basis for the payment:</p> <ol style="list-style-type: none"> 1. Original copies of the SERVICE PROVIDER's Billing Statement showing Service description, quantity and amount. 2. Certified copies of documents reflecting payment/remittances of SSS, Philhealth and Pag – IBIG benefits of the guards assigned to the entity. 3. Certified copy of the payroll showing acknowledgment of receipt by the guards of their salaries for the two (2) quincenas prior to current billing. 4. Monthly Accomplishment Report
2.2	The terms of payment shall be on a monthly basis.
4	None

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
1	Provision of Security Services at DPWH Mindoro Occidental DEO for CY-2025 Three (3) Shifts: 7:00AM - 3:00PM 3:00PM - 11:00PM 11:00PM - 7:00AM	10	10
	This contract shall take effect/start and valid upon receipt of the approved of Notice to Proceed (NTP) for two hundred fourteen (365) calendar days.		

Additional Documentation Requirement for Post Qualification Purpose:

1. Latest Income Tax Return filed through EFPS;
2. Tax Clearance Certificate from BIR pursuant to EO 398 s. of 2020;
3. DOLE Compliance Certificate
4. Proof of ownership of the equipment must be provided during post qualification
5. Availability for inspection based on the approved specifications stated on the bidding documents.

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>
	<p>365 days Contract for Security Services consisting of (10) Security Personnel with the following Scope of Work</p> <p>The Service Provider shall be responsible in providing security services for DPWH- Mindoro Occidental District Engineering Office,</p> <p>It is therefore the duty of Service Provider to provide security guards with the following qualifications:</p> <p>(a) Of Good Moral character and reputation, courteous, alert and without criminal or police record;</p>	

	<p>(b) Physically and mentally fit</p> <p>(c) Duly licensed and properly screened and cleared by the PNP, SAGSD, NBI, Police and other government offices issuing clearances for employment;</p> <p>(d) In proper uniform and armed with complete firearms and ammunitions</p> <p>(e) Passed the neuro-exam and drug test exam</p> <p>(f) Passed other qualification as required by the Republic Act 5487, as amended.</p> <p>(g) Knowledgeable in writing regular security reports.</p> <p>Other Requirements:</p> <p>The number of contracted guards</p> <ul style="list-style-type: none"> • may be increased or decreased anytime upon written request from Department of Public Works and Highways-Mindoro Occidental District Engineering Office, • The service provider shall ensure that the guards are replace after eight (8) hours shift so that no security guard shall be compelled to render two (2) consecutive shifts at any time given: <p>In the event that the guard will be absent on his scheduled shift, the Service Provider shall provide a replacement guard to take his place provided that DPWH Mindoro Occidental DEO shall be informed of such replacement.</p> <ul style="list-style-type: none"> • The service provider shall exercise discipline, supervision, control and administration over its security guards in accordance with law, ordinance and pertinent government rules and regulations as well as the rules and policies of Department of Public Works and Highways- Mindoro Occidental District Engineering Office on the matter: 	
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<p>The service provider shall be responsible for the losses or damages to properties of Department of Public Works and Highways- Mindoro Occidental District Engineering Office, except those which can be easily transported or disposed of and whenever there is clear evidence that the property has been formally endorsed to and or properly turned over by the security force of the Service Provider.</p> <p>In such cases, the service provider shall notify the Department of Public Works and Highways- Mindoro Occidental District Engineering Office, in writing not later than forty eight (48) hours from the time of occurrence, provided also such losses or damages are due or traceable solely to the negligence of the security guards without any contributory negligence on the part of the Department of Public Works and Highways- Mindoro Occidental District Engineering Office,</p> <p>The service provider must conduct a Security Survey of DPWH Mindoro Occidental DEO Compound and submit a survey report and security plan.</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

TECHNICAL COMPONENT ENVELOPE

Eligibility Component

Class "A" Documents

- ☐ 1. PhilGEPS Certification of Platinum Membership
(All Class A Documents are required in the absence of the PhilGEPS Platinum Certificate);

Class "B" Documents

- 1. Joint Venture Agreement (JVA) or statement from all potential joint venture partners that they will enter into the abide by the provisions of the JVA in case the bid is successful.

Technical Documents

- ☐ 1. Bid Securing Declaration or Bid Security;
- ☐ 2. Statement of similar on-going and completed government and private contracts within the period specified in the ITB, including contract awarded but not yet started, if any, the statement shall include, the following;
 - 2.1 Name of the Contract
 - 2.2 Date and Status of the Contract
- ☐ 3. Conformity with Technical Specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents
 - 3.1 Production/Delivery
 - 3.2 List of Manpower (All Security Personnel)
 - 3.3 List of all owned security equipment (Firearms, Handheld Radios)
 - 3.4 Technical Specifications
 - 3.5 Security Plan
 - 3.6 Permit to Operate a Private Security Agency from PNP-SOSIA
 - 3.7 DOLE Registration as a Contractor providing services or skilled workers to a principal under a service agreement
 - 3.8 Certificate As member of PADPAO
 - 3.9 Disposition of guards and firearms for the month of October and November 2023 duly recieved by PNP-SOSIA .
- ☐ 4. Omnibus Sworn Statement

Financial Documents

- ☐ 1. Computation of Net Financial Contracting Capacity (NFCC)

II. FINANCIAL COMPONENT ENVELOPE

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

BID FORM

Date: _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

_____	_____
_____	_____

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Murat]

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

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

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

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

Price Schedule for Goods Offered from Abroad
(shall be submitted with the Bid if Bidder is offering goods from Abroad)

Form No. 4

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

For Goods Offered from Within the Philippines

Name of Bidder_____Project ID No._____Page___of___

[illegible]

Name: _____

Legal Capacity:_____

Signature: _____

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

Department of Public Works and Highways

Statement of Single Largest Completed Contract which are Similar in Nature

Business Name: _____

Business Address: _____

Name of Contract	a. Agency's Name:	Type of Product Delivered	No. of Units	Description	a. Amount of Award	a. Date Awarded
	b. Address:				b. Amount as Completion	b. Contract Effectivity
	c. Telephone No.				c. Duration	c. Date Completed
<u>Government</u>						
<u>Private</u>						

NOTE:

- A. This statement shall be supported with, End-user's Acceptance OR Official Receipt/s OR Sales Invoice issued for the contract.
- B. The bidders shall fill-up and submit this form for every item to be bid

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

Department of Public Works and Highways

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

Business Name: _____

Business Address: _____

Name of Contract / Project Cost	a. Owner's Name: b. Address: c. Telephone No.	Type of Product to be Delivered	No. of Units	Description	a. Amount of Award b. Amount as Completion c. Duration	Delivered Units		Value of Outstanding Works / Undelivered Portion
						Planned	Actual	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

Submitted by: _____
(Printed Name & Signature)

Designation: _____
Date: _____

"Form No. 2"

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(current asset – current liabilities) (15)] minus value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid

NFCC = P _____

Submitted by:

Name of Supplier / Distributor / Manufacturer

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Signature of Authorized Representative

Date : _____

NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.



Contract I.D. : 24GEB0040
Contract Name: : Provision of Security Services at DPWH Mindoro Occidental DEO for CY-2025 :
Contract Location: Mamburao, Occidental Mindoro

BILL OF QUANTITIES

Part No. _ 1 _____ Part Description : _____

(Columns (1), (2), (3), and (4) are to be filled up by the Procuring Entity)				(Columns (5) and (6) are to be filled up by the Bidder)	
Pay Item No.	Description	Unit	Qty.	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
PART A MAIN OFFICE					
1	Security Guards 7:00AM - 3:00PM 3:00PM - 11:00PM 11:00PM - 7:00AM	security guard	6.00	In words: Pesos: _____	In words: Pesos: _____
PART B SAN JOSE FIELD OFFICE					
1	Security Guards 7:00AM - 3:00PM 3:00PM - 11:00PM 11:00PM - 7:00AM	security guard	4.00	In words: Pesos: _____	In words: Pesos: _____
(amount in figures)					
TOTAL AMOUNT OF BID				(amount in words)	

Submitted by: _____
(Name and Signature of the Representative of the Bidder)

Date: _____

Position

Name of the Bidder

