



Republic of the Philippines  
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
**METRO MANILA 1<sup>ST</sup>**  
**DISTRICT ENGINEERING OFFICE**  
NATIONAL CAPITAL REGION  
West Bank Road, Manggahan Floodway, Rosario, Pasig City



## **BIDS AND AWARDS COMMITTEE**

Contract Name  
**General Support Services; Security Services  
Requirement of MMIDEO, NCR, DPWH,  
Rosario, Pasig City**

Contract I.D. No.  
**25GOB0082**

**June 2025**

**PHILIPPINE BIDDING DOCUMENTS**

# Procurement of GOODS

Government of the Republic of the Philippines

**Sixth Edition**  
**July 2020**

# Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or note 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.





## INVITATION TO BID

1. The **Metro Manila 1<sup>st</sup> District Engineering Office**, through the **GAA 2025** intends to apply the sum stated below being the Approved Budget for the Contract (ABC) to payments for the listed contracts. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Metro Manila 1<sup>st</sup> District Engineering Office** through its Bids and Awards Committee now invites bids for the hereunder:

a)

Contract ID No.	:	25GOB0082
Name of Contract	:	General Support Services; Security Services Requirement of MMIDEO, NCR, DPWH, Rosario, Pasig City
Approved Budget for the Contract	:	Php 9,696,177.86
Contract Duration	:	1 year
Cost of Bid Documents	:	Php 10,000.00

b)

Contract ID No.	:	25GOB0083
Name of Contract	:	General Support Services; Janitorial Services Requirement of MMIDEO, NCR, DPWH, Rosario, Pasig City
Approved Budget for the Contract	:	Php 7,960,465.80
Contract Duration	:	1 year
Cost of Bid Documents	:	Php 10,000.00

3. The MMIDEO-NCR-DPWH now invites bids for the above-listed procurement project. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

4. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act". The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification.

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.

5. Interested bidders may obtain further information from the **Metro Manila 1<sup>st</sup> District Engineering Office** and inspect the Bidding Documents at **West Bank Road, Manggahan Floodway, Rosario, Pasig City** during weekdays from **7:00 A.M. to 4:00 P.M.**
6. A complete set of Bidding Documents may be acquired by interested bidders on **June 6 – 25, 2025 at 7:00 A.M. to 11:00 A.M.** from the address 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 specified in each contract.
7. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS), and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
8. The **Metro Manila 1<sup>st</sup> District Engineering Office** will hold a Pre-Bid Conference on **June 13, 2025 at 1:00 P.M.** at **DPWH-MM1DEO Conference Room, Rosario, Pasig City**, which shall be open to prospective bidders.
9. Bids must be duly received by the BAC Secretariat at the address below for manual submission on or before **June 25, 2025 at 10:30 A.M.** 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 **June 25, 2025** immediately after the deadline for submission of bids at **DPWH-MM1DEO Conference Room, Rosario, Pasig City**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
11. The **Metro Manila 1<sup>st</sup> District Engineering Office** 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

RODEL A. SANTOS  
Head, BAC Secretariat  
BAC Office: MM1DEO, Rosario, Pasig City  
Telephone No.: 641-44-08

EDUARDO B. DEL ROSARIO  
BAC Chairman  
BAC Office: MM1DEO, Rosario, Pasig City  
Telephone No.: 641-44-08

APPROVED BY:

**EDUARDO B. DEL ROSARIO**  
OIC – Assistant District Engineer  
BAC Chairman

NOTED:

**ARISTOTLE B. RAMOS**  
District Engineer

NCR 13.5 EAP/JCABP

# *Instructions to Bidders*

## **1. Scope of Bid**

The Procuring Entity, **Metro Manila 1<sup>st</sup> District Engineering Office, NCR, DPWH** wishes to receive Bids for the **General Support Services; Security Services Requirement of MMIDEO, NCR, DPWH, Rosario, Pasig City**, with identification number **25GOB0082**.

*[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 [*indicate number of lots or items*], 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 **2025** in the amount of **NINE MILLION SIX HUNDRED NINETY-SIX THOUSAND ONE HUNDRED SEVENTY-SEVEN PESOS AND EIGHTY-SIX CENTAVOS ONLY (₱9,696,177.86)**.

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:
  - a. When the Goods sought to be procured are not available from local suppliers
- 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.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address MMIDEO, NCR, DPWH, Rosario, Pasig City.

## 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 *[state relevant period as provided in paragraph 2 of the **IB**]* 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 Declaration<sup>1</sup> 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 after the opening of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

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

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

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

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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



## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

## **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**.

# 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"> <li>a. <b>Security Services</b></li> <li>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
12	The price of the Goods shall be quoted DDP <i>as stated on the Schedule of Requirements</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"> <li>a. The amount of not less than <b><u>₱193,923.56</u></b> <i>[Indicate the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b><u>₱484,808.89</u></b> <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>
15	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.</p> <p>Ensure that envelopes are properly sealed and marked.</p>
19	Incomplete documents on the Original, Copy 1 & Copy 2 Envelopes will be deemed as "Failed"

# ***General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

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

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project

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.

## 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><b>Delivery and Documents –</b></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><b>Incidental Services –</b></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"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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	<i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>



## ***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.

<b>Item No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Security Guards – Day Shift	14	14	
2	Security Guards – Night Shift	6	6	

# Technical Specifications

Item/Description	Statement of Compliance
SECURITY GUARDS – DAY SHIFT	<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>
SECURITY GUARDS – NIGHT SHIFT	
<p><i>Note:</i> <i>Contract of Service for Security Guards is for the period from July 1, 2025 to June 30, 2026</i></p> <p><i>Attached herewith is the COST BREAKDOWN for reference.</i></p>	



## Cost Breakdown

### DPWH Security Services

Days worked/week 7 days  
No. of days/yr. 395 days  
New Daily Wage DW=645.00/8hr

		Day Shift	Night Shift
1. Amount to Guard:			
Ave Pay/month	(DW x no. of days/yr./12) for 8 hrs.	21,231.25	21,231.25
Night Differential	(Ave. pay month x 10%)	-	2,123.12
13 Month Pay	(DW x 365/12/12)	1,634.90	1,634.90
5 days Incentive Pay	(DW x 5/12)	268.75	268.75
Uniform Allowance	(RA 5487)	100.00	100.00
		<b>23,234.90</b>	<b>25,358.02</b>
2. Amount to Gov't:			
Retirement	(DW x 22.5/12)	1,209.38	1,209.38
SSS	As of Jan. 2025	2,000.00	2,000.00
SSS Provident Fund		1,075.00	1,175.00
Philhealth	5% as of Jan 2024	530.78	530.78
Pag-ibig	As of Feb 2024	200.00	200.00
State Insurance Fund		30.00	30.00
		<b>5,045.16</b>	<b>5,145.16</b>
A = 1+2		28,280.06	30,503.18
B = Agency Fee @ 24% (PADPAO)		6,787.21	7,320.76
C = 12% VAT		814.47	878.49
		<b>35,881.74</b>	<b>38,702.43</b>
Number of Months =		X 12	X 12
		<b>430,580.88</b>	<b>464,429.16</b>
Contingency Fee =		X 10%	X 10%
		<b>473,638.96</b>	<b>510,872.07</b>
Number of Guards =		X 14	X 6
		<b>6,630,945.44</b>	<b>3,065,232.42</b>
		<b>ABC =</b>	<b>P9,696,177.86</b>

Note:

As per DoLE 2023, Workers Statutory Monetary Benefits Handbook: for those who are required to work every day, including Sundays or rest days, special days and regular days,

293 x 100 % regular day =	293.00
12 x 200 % holidays =	24.00
52 x 130 % Sunday/rest =	67.60
8 x 130 % special day =	10.40
	<b>395.00</b>



## **TERMS OF REFERENCE**

### **GENERAL SUPPORT SERVICE – SECURITY SERVICES REQUIREMENT OF MMIDEO, NCR, DPWH**

#### **I. OBJECTIVE**

The METRO MANILA 1 DISTRICT ENGINEERING OFFICE (MMIDEO) NCR, DPWH considers that a secure and safe working environment will contribute to a more productive workforce that will result to an efficient and effective delivery of programs and services. It has several areas and properties that must be secured from burglary, robbery, theft, sabotage, fire, vandalism and other lawful acts.

MMIDEO requires the services of Service Provider that will secure its personnel, properties and equipment.

#### **II. APPROVED BUDGETARY REQUIREMENT**

The term of this contract shall be effective for the fiscal year 2025 starting July 1, 2025 to June 30, 2026 with a total Approved Budget for the Contract (ABC) amounting to NINE MILLION SIX HUNDRED NINETY-SIX THOUSAND ONE HUNDRED SEVENTY-SEVEN PESOS AND EIGHTY-SIX CENTAVOS ONLY (₱9,696,177.86) or equivalent to budgetary cost per month of ₱808,014.82.

#### **III. PLACE OF ASSIGNMENT/WORK SCHEDULE**

DEPLOYMENT PER OFFICE/SECTION	NUMBER OF GUARDS	6:00 AM to 2:00 PM	2:00 PM to 10:00 PM	10:00 PM to 6:00 AM
MAIN GATE	7	3	2	2
LOBBY/INFORMATION	3	1	1	1
PARKING GUARD	4	2	3	
ROVING GUARD	3			2
MAINTENANCE BUILDING	3	1	1	1
<b>TOTAL</b>	<b>20</b>	<b>7</b>	<b>7</b>	<b>6</b>

#### **IV. QUALIFICATIONS OF THE SERVICE PROVIDER**

The qualifications of the Service Provider are:

- Should have at least five (5) years of providing security services to a government agency;
- Must be member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing;
- Must be duly registered Service Contractor with the Department of Labor and Employment;





- d. Must be duly registered with the Securities and Exchange Commission, Department of Trade and Industry or Cooperative Development Authority;
- e. Must be duly registered with Social Security System (SSS), Home Development Mutual Fund (PAG-IBIG) and Philippine Health Insurance Corporation (PHILHEALTH);
- f. Must be duly registered with the Bureau of Internal Revenue with Net Financial Contracting Capacity enough to enter into bid;
- g. Must present at least five (5) Client/Customer Feedback Form with at least Very Satisfactory Rating from one (1) government agency with whom the Service Provider has on-going contract or at least with the past two (2) years upon submission of requirements.
- h. Must have Firearms Records Verification;
- i. Must have SOSIA CRAME/RCSU-NCR Certificate of No Pending Case;
- j. Must have DOLE Certificate of No Pending Case;
- k. Must have NLRC Certificate of No Pending Case;
- l. Must of have Certificate of Engagement in the industry (attested by LTOs) not lower than 10 years.
- m. Must be willing to submit to firearms verification process.

#### **V. WORK SCHEDULE**

The Security Agency must provide security personnel one (1) designated as Head Guard who will observe the following schedule:

##### **A. Weekdays/Weekends**

3 Shifts	6:00 AM – 2:00 PM	7 GUARDS
	2:00 PM – 10:00 PM	7 GUARDS
	10:00 PM – 6:00 AM	6 GUARDS

The Service Provider shall make available, at its own expense, such number of relievers as may be necessary, who are ready to take over the duty schedule of those regularly assigned guards who either report late or are absent for the day at no cost to MMIDEO.

At no instance shall a guard be permitted to render service beyond a period of twelve (12) hours continuously and not more than six (6) consecutive days. A violation of this condition shall be considered enough ground to terminate the contract. The security agency is required to submit a detailed security plan effecting proper work schedule.

#### **VI. QUALIFICATIONS OF SECURITY PERSONNEL**

Deployment of Twenty (20) qualified, uniformed, highly trained and armed Security Personnel with the following minimum qualifications:

- A. With a least two (2) years of experience in Security Services;



- B. Valid license issued by the Philippine National Police (PNP)/Supervisory Office on Security and Investigation Agency (SOSIA) and PADPAO;
- C. For Security Guards, must have completed at one (1) year in College;
- D. For Head Guard/Security Officer, must complete at least two (2) years in college or if an ex-military (Armed Forces of the Philippines or PNP) with rank of Sergeant.
- E. Must be computer literate and capable of operating CCTV Monitoring system;
- F. Physically and Mentally fit;
- G. Must have a negative result for prohibited drugs;
- H. Must have passed the neuropsychiatric examination and drug test conducted by any Philippine National Police (PNP)/National Bureau of Investigation (NBI). Expenses for said tests are chargeable to the Service provider.
- I. Must have no derogatory record;
- J. Must have undergone training in handling firearms with appropriate certificate and/or licenses;
- K. Has undergone basic in-service from accredited schools for security guards and supervisory training for security officers; and
- L. Must have at least one (1) Safety Officer with basic Occupational Safety and Health Seminar (BOSH)
- M. Must submit within fifteen (15) days upon effectivity of contract, clearances from the NBI, Police, Barangay and Court.

In addition to the above requirements, the Service Provider is required to submit profile of Head Guard and Security Guards which must be attested by its authorized signatory.

## **VII. SCOPE OF SERVICES**

The scope of services and requirements shall include but not limited to the following:

- A. Protection of Life and Property
  - 1. Observance of rigid inspection of personal belongings of clients/visitors at all entrances.
  - 2. Watch, safeguard and protect the MMIDEO-NCR-DPWH from theft, arson, destruction and damages.
  - 3. Ensure the safety of MMIDEO officials, personnel and visitors from harassment, threat or intimidation within the premises of the MMIDEO.
  - 4. Implementation of issuances of "visitor identification badge/card" for visitors and non-employee affiliates of MMIDEO.
  - 5. Implementation of health protocols for the prevention of COVID-19.





6. Rigid inspection of all heavy-equipment and service vehicles that carry road maintenance supplies and equipment.
- B. Maintenance of Peace and Order
1. Guarantee that all MMIDEO employees and clients are safe from harm which may arise from internal/external chaos and public disorder.
  2. Guard against incidence of theft and other misdemeanors which may constitute breach of peace and order inside MMIDEO.
- C. STRICT OBSERVANCE of MMIDEO Policies, Rules and Regulations on Security
1. Strictly observe, enforce and adhere to the MMIDEO rules and regulations as it applies to the security and well-being of the Agency, its employees and clients.
- D. Other Duties and Functions
1. Protect entire work area occupied by the MMIDEO, its employees and clients against unauthorized intrusion, internal or external commotion.
  2. Check, entertain and assist clients or visitors entering MMIDEO premises.
  3. Strictly maintain official log book or record of all incoming and outgoing persons, vehicles, movements of MMIDEO properties, among others.
  4. After office hours, conduct routine patrol or inspection of the building and report unusual activities or threat to security to the Head Guard.
  5. Record all employees rendering overtime services and all other office personnel who are still in the MMIDEO premises after office hours.
  6. Ensure that all doors and windows of MMIDEO buildings are secured and all electrical connections and lights are turned off. Before the start of office hours, inspect all areas for any sign of forced entry.

#### **VIII. SUPPLIES, MATERIALS AND EQUIPMENT**

- A. The security agency shall provide the following;
1. Prescribed basic uniform for each personnel shall include:
    - a. Night stick or baton
    - b. Whistle
    - c. Flashlight (heavy-duty)
    - d. First Aid Kit
    - e. Hand Cuffs
    - f. Tickler Notebook



2. Teargas
  3. Metal Detectors
  4. Licensed Communications Radio
  5. Service Firearms
    - Firearms must be in good condition
    - Covered with licenses by PNP
    - With complete load of ammunition
    - No "paltik" revolvers should be issued to security personnel
    - With duty detail order
  6. Security Reflector/Vest
  7. Timepiece
  8. Visitor Identification badges/cards with shelf tray
  9. Office Supplies which includes;
    - logbook
    - ballpen
  10. Weatherproof crossing guard STOP & GO Sign
  11. "No Parking" Sign
  12. Official Cellphone with load to be provided by the Security Agency (2 units)
- B. Other materials/equipment to be provided by the Security Agency shall be subject for approval of MMIDEO.
- C. Loss, maintenance, repair and replacement of tools/equipment necessary and incidental to the performance of obligations stated in this document shall be for the account of the Security Agency.
- D. Delivery of required materials, tools and equipment shall be at the MMIDEO, on the first day of posting of security personnel to be inspected by the Agency's representatives.

#### **IX. OTHER MATTERS**

- A. The winning service provider shall issue Performance Security within ten (10) days in accordance with the rules set forth under R.A. 9184 and its implement rules and Regulations.
- B. Should there be any wage or mandated benefit (i.e. SSS, Pag-Ibig and Philhealth) increase in favor of the assigned security personnel subsequent to the execution of the Contract pursuant to a Law, Executive Order, Decree or Wage Order, the Security Agency must inform the MMIDEO in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation.





- C. The Security Agency shall furnish MMIDEO a billing with copies of payroll, together with copies of payroll, remittances with official receipt of SSS, PAG-IBIG, PHILHEALTH and other state insurance fund contributions for all security personnel assigned, every 15<sup>th</sup> day of the month. Should the security agency fail to comply, MMIDEO shall withhold the payment for the current month until the latter shall have complied with subject requirement.
- D. The MMIDEO shall not be responsible for any claims for general injury including death sustained by the security personnel or any third person arising out of or in the course of the performance of the functions of the security guards pursuant to this contract. It is understood that no employee-employer relationship exists between the parties or their employees, representatives and agents.
- E. The security agency shall be responsible for any loss or damage that may be incurred by its security personnel. The MMIDEO may suspend or withhold whatever contract payments may be due the Security Agency should they fail to pay such losses or damages within fifteen (15) days from the date of notice or until such loss or damage shall have been duly paid, restituted or repaired by the security agency or go after the Performance Security set forth in this contract. Likewise, the MMIDEO has the option to demand payment for the replacement value of the lost properties or its replacement by another at least substantially in the same condition as the former.
- F. Maintain effective discipline and full control and supervision over the security personnel assigned under this Contract as well as the manner of performance of their duties. However, the security agency binds itself to cause the implementation and enforcement of all rules, regulations or directives that MMIDEO may issue concerning the conduct of said security personnel.
- G. Extension of contract is subject to the provisions of R.A. No. 9184 and its implementing rules and regulations. The extended term shall automatically terminate upon effectivity of a new contract.
- H. The MMIDEO has the right to screen applicants and choose the security personnel to be assigned.

**X. NOTES**

Should there be any discrepancies with the technical requirements stipulated herein, requirements for in the latter shall govern.

Any other term, condition or provision not stipulated in this document will be covered by a separate agreement as proposed and agreed upon by MMIDEO and the service provider.



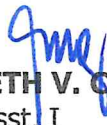
Republic of the Philippines  
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
**METRO MANILA 1<sup>ST</sup> DISTRICT ENGINEERING OFFICE**  
2555 Westbank Road, Manggahan Floodway, Rosario, Pasig City



**XI. TERMS OF PAYMENT**

Payment shall be made on a monthly basis for twelve (12) months subject to a submission of billing statement and other supporting documents by the service provider. Services shall only be billed based on the actual services received by MMIDEO, hence, maybe computed by a fraction of a month.

PREPARED BY:

  
**ELIZABETH V. CRUZ**  
Admin. Asst. I  
Member, BAC Secretariat

# Checklist of Technical and Financial Documents

## *Eligibility Requirements*

### Class “A” Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); **and**
- ☐ (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) Bureau of Internal Revenue (BIR) Certificate of Registration; **and**
- ☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); **and**
- ☐ (f) 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**
- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

### Class “B” Documents

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

## *Technical Component*

- ☐ (i) 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**
- ☐ (j) 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**
- ☐ (k) 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**
- ☐ (l) Conformity with the Technical Specifications, which should include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

- ☐ (m) 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 Component***

- ☐ (n) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (o) Original of duly signed and accomplished Bill of Quantities; **and**
- ☐ (p) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (q) *[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.
- ☐ (r) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

