

PHILIPPINE BIDDING DOCUMENTS

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

**PROCURING ENTITY: DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS, REGIONAL OFFICE VI, ILOILO CITY**

BIDDING DOCUMENTS

FOR

PROCUREMENT ID/CONTRACT ID: 24GG039

**CONTRACT NAME: - Procurement of Outsourced Security
Services for CY 2025 of DPWH Regional Office VI, Iloilo City**

CONTRACT LOCATION: DPWH Regional Office VI, Iloilo City

**Start Date for Issuance
of Bidding Documents: November 11, 2024**

Date of Opening of Bids: December 03, 2024

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.



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
REGIONAL OFFICE VI
Fort San Pedro, Iloilo City



INVITATION TO BID

for

PROCUREMENT OF OUTSOURCED SECURITY SERVICES FOR CY 2025 OF DPWH REGIONAL OFFICE VI, ILOILO CITY

The Department of Public Works and Highways Regional Office VI, thru its Bids and Awards Committee, through the **GAA 2024** intends to apply the sum of **Php 11,738,361.24** being the Approved Budget for the Contract (ABC) to payments under the **Contract ID No. 24GG039- Procurement of Outsourced Security Services for CY 2025 of DPWH Regional Office VI, Iloilo City**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

1. The Department of Public Works and Highways Regional Office VI now invites bids for the above Procurement Project. Delivery of the goods is required as specified in the Schedule of Requirements. Bidders should have completed, within (5) years from the date of submission and receipt of bids, a contract similar to the Project whose values must be at least 50% of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
2. Per GPPB Resolution No. 15-2021, prospective bidders are required to upload and maintain current of the following eligibility documents in the PhilGEPS:
 - a. Registration Certification (SEC/DTI Registration)
 - b. Mayor's/Business Permit or its Equivalent Documents
 - c. Tax Clearance
 - d. Audited Financial Statements

Any expired document among the afore-cited eligibility documents shall render the PHILGEPS Platinum Registration Certificate as automatically suspended and its validity shall resume only once the said expired document is already updated with the PhilGEPS.

For recently expired Mayor's Permit, this Permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the LGU shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Platinum Registration and Membership.

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, 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.

4. Prospective Bidders may obtain further information from Department of Public Works and Highways Regional Office VI thru its Bids and Awards Committee and inspect the Bidding Documents at the address given below during Monday to Friday from 8:00 AM – 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 11, 2024** until before 10:00 AM of **December 03, 2024** from the given address or website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 25,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **10:00 AM on December 03, 2024**. Late bids shall not be accepted.
7. The Department of Public Works and Highways Regional Office VI thru its Bids and Awards Committee will hold a Pre-Bid Conference on **November 18, 2024, 2:00 PM** at Bidding Room, Procurement Unit, DPWH Regional Office VI, Fort San Pedro, Iloilo City which shall be open to prospective bidders.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **December 03, 2024** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The Department of Public Works and Highways Regional Office VI thru its Bids and Awards Committee 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:

SEVERO A. RUIZ
Head, Procurement Unit
ruiz.severo@dpwh.gov.ph


MARILOU G. ZAMORA
BAC Chairperson

Website: www.dpwh.gov.ph
Tel. No.: (033) 339-72-00



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, *[indicate name]* wishes to receive Bids for the *[insert Procurement Project]*{*[insert, if applicable:]* under a Framework Agreement}, with identification number *[indicate number]*.

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

The Procurement Project (referred to herein as “Project”) is composed of *[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 *[indicate funding year]* in the amount of *[indicate amount]*.

2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

[If not an early procurement activity, select one and delete others:]

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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. *[Select one, delete other/s]*

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.

b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

[Select one, delete the other/s]

- 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.
- 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 twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

- 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:

[Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* and/or through videoconferencing/webcasting} 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 *[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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.
- 12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:
 - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
 - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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:

[Select one, delete the other/s]

 - a. Philippine Pesos.
 - b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP].*

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 *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

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

- 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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

[Select one, delete the other/s]

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

[Delete Options 2 and 3 if Framework Agreement will be used.]

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

20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* 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**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

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**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified 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	
1.0	The Procuring Entity, Department of Public Works and Highways Regional Office VI, Iloilo City wishes to receive Bids for the- Procurement of Outsourced Security Services for CY 2025 of DPWH Regional Office VI, Iloilo City , with identification number 24GG039 .
2.1	The GOP through the source of funding as indicated below for GAA FY 2024 in the amount of Php 11,738,361.24 .
2.2	The source of funding is: NGA, the General Appropriations Act or Special Appropriations.
5.3	For this purpose, contracts similar to the Project shall be: a. Security Services b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
8	The Procuring Entity will hold a Pre-Bid conference for this project on November 18, 2024 at bidding room DPWH Regional Office VI, Iloilo City
10.1	<ul style="list-style-type: none"> ✓ For manual submission of bids, the Technical Documents is preferably book bounded. ✓ The contents of Technical Documents are preferably numbered/paginated consecutively in the right-hand top margin and signed below page number by duly authorized representative for both manual and electronic submission of bids. ✓ Any missing, incomplete or patently insufficient document in the required checklist is a ground for outright rejection (non-complying) of the bid
11.1	<ul style="list-style-type: none"> ✓ For manual submission of bids, the Financial Documents is preferably book bounded. ✓ The contents of Financial Documents are preferably numbered/paginated consecutively in the right-hand top margin and signed below page number by duly authorized representative for both manual and electronic submission of bids. ✓ Any missing, incomplete or patently insufficient document in the required checklist is a ground for outright rejection (non-complying) of the bid

13.2	Philippine Pesos.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than 2% of ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than 5% of ABC if bid security is in Surety Bond.
16.1	<p>The address for submission of bids is DPWH Bidding Room, Regional Office VI, Fort San Pedro, Iloilo City.</p> <p>The deadline for submission of bids is December 03, 2024.</p>
17.1	<p>The place of bid opening is DPWH Bidding Room, Regional Office VI, Fort San Pedro, Iloilo City.</p> <p>The date and time of bid opening December 03, 2024 @ 10:00 A.M, immediately after dropping of bids.</p>
17.2	Bid corrections or any corrections as well as erasures made in the financial documents including the discounts offered and the methodology of their applications must be duly signed or initialed.

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**.

[Include the following clauses if Framework Agreement will be used:]

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.*[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>
	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions</p>

	Any special handling instructions Any relevant HAZCHEM classifications
2.2	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.
	Partial payment is not allowed.
4	The inspections and tests that will be conducted are: <i>none</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.

Item Number	Description	Quantity and Unit	Total	Delivered, Weeks/Months
	Security Services for DPWH Regional Office VI (For 36 Security Guards)	12 months	12 months	<u>12 months</u>
	X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X			

 (Signature Over Printed Name of Authorized Representative)

 (Designation)

 (Name of Bidder/Company)

Section VII. Terms of Reference

TERMS OF REFERENCE FOR OUTSOURCED SECURITY SERVICES

The security and protection of officials, employees, and visitors are crucial to ensuring the delivery of effective, efficient, and economical public services. This necessitates engaging a duly qualified and eligible security agency to maintain a safe and secure environment. Such engagement will be in accordance with relevant laws and regulations governing the procurement of security services for the Department of Public Works and Highways. A robust security framework not only safeguards personnel and property but also enhances the department's ability to serve the public without disruptions.

The DPWH Offices requiring security services are:

1. Area Equipment Section, Iloilo City
2. Area Equipment Section, Roxas City
3. Area Equipment Section, San Jose, Antique
4. Area Equipment Section, Bacolod City
5. Base Overhaul Shop, Dumangas, Iloilo
6. Regional Office VI, Fort San Pedro, Iloilo City

The Terms and Reference (TOR) for the services of thirty-six (36) security guards are as follows:

1. There shall be no employer-employee relationship between DPWH and the security guards and other personnel employed by the Security Agency.
2. Either parties may pre-terminate at any time the CONTRACT for any violation of the terms and conditions without need of court action, provided that a written notice of said pre-termination shall be given to either party at least thirty (30) days in advance. However, unless the pre-termination is mutually agreed upon by the parties, this is without prejudice to the filing of any appropriate legal action against either party as it may deem necessary to protect the interests.
3. The Security Agency must submit a Retirement Plan to its Security Personnel or employees pursuant to Department of Labor and Employment (DOLE) Department Order No. 150-16, Series of 2016.
4. Any increase in the existing minimum wage rates, other benefits as mandated by the government, emergency allowances, or other wage related benefits by virtue of government action shall be incorporated in the contract by reference.

5. Obligation of the winning Security Agency hereafter to as the "Agency":
- a. Provide security uniforms in accordance with PNP-SAGSD requirements, consisting of the following:
 - i. Pershing cap
 - ii. Bull cap
 - iii. Name Cloth
 - iv. Company Cloth
 - v. Belt
 - vi. Flashlight with Functional Batteries
 - vii. Medicine Kit
 - viii. Holster
 - ix. Night Stick
 - x. Whistle
 - xi. Black Shoe with Lace
 - xii. Black Sock
 - xiii. White and Blue Shirt
 - xiv. Handcuffs for each guard
 - b. Enforce strict confidentiality and ensure no information on the Department's affair and activities shall be disclosed to any person or entity that may be acquired/possessed in the course of the performance of service;
 - c. Provide One (1) Supervisor from its pool of supervisors to supervise and monitor the performance of all the Security Guards deployed in all the above-mentioned offices;
 - d. Provide, assign, designate, supervise and control the thirty-six (36) security guards, at least one (1) of whom is a lady guard, for the fixed and roving post determined by the DPWH under the schedule provided in item No. 9 of this TOR. The Service provider shall submit to the Chief, Administrative Division a deployment schedule with pictures at least 5 days prior from the start of the succeeding month or one (1) day before any proposed changes to the schedule, which shall include the name of relievers for monitoring purposes;
 - e. No security guard shall be permitted to render service beyond a period of eight (8) hours continuously and not more than six (6) working days;
 - f. Submit the curriculum vitae and/or 201 file and work experience in security operations for all security personnel to be deployed;
 - g. Deploy neat, presentable, well trained and thoroughly screened (neither probationary nor trainee) licensed security guards, in proper uniform, identification cards, physically fit as supported by medical certificate and valid NBI clearance;
 - h. All security guards shall be subjected to neuro-psychiatric, semestral drug and other related test from government accredited testing centers;

- i. Rotate, reassign, suspend, terminate, or impose disciplinary measures to erring security personnel based on the validated complaints by the Head Security Guard, and shall notify/submit reports to the Chief, Administrative Division, who shall update the Regional Director;
- j. Notify DPWH at least one week before any replacement/movement/termination of assigned security guard(s) unless for justifiable or legal cause(s) which requires the submission of a report of the action taken at least one (1) day after the incident;
- k. The security guards assigned to the DPWH are employees of the AGENCY, hence, the AGENCY holds the DPWH free from liability, cause or causes of actions or any claim which may be filed by any security guard by reason of his employment by the AGENCY or under the provisions of the Labor Code, Social Security Act, Minimum Wage Law, EC, PhilHealth, and other laws which are now in force or may hereafter be enacted;
- l. Every billing shall be accompanied by an affidavit attesting that all wages and benefits due to the guards for the period billed have been paid to the guards in accordance with existing labor laws;
- m. Conduct investigation and submit reports to the DPWH, within twenty-four (24) hours from the time of discovery, of any loss or damage to the DPWH property/ies or for any unusual occurrences within the area of responsibility;
- n. Free DPWH from any liability arising from negligent acts of its security guards which caused damage of whatever type to DPWH Employees or to any other third party;
- o. Maintain peace and order at all times, prevent the unauthorized intrusion, prohibit dumping of garbage, forbid vandalism within DPWH premises;
- p. Ensure appropriate response/help to situations that require immediate assistance, in any form to DPWH employees and visitors during emergencies or crisis situations, without additional cost to the DPWH;
- q. Provide additional security assistance with three (3) hour notice from the DPWH Regional Director, as the need arises, by providing/securing the use of Armored Vehicle without any additional cost to the DPWH;
- r. Avoid unnecessary activities that may disrupt the discharge of functions (unnecessary use of gadgets, playing, etc.) and fulfill other security-related task as may be assigned by the DPWH Regional Director;
- s. Monitor energy conservation of the DPWH Office 1. Regular and periodic checkup of the building and utilities (lights, air condition, and water) 2. Implement the "No idling of DPWH Vehicles" Policy 3. Reporting such leakages, wastage and violators thereof;

- t. Hold the DPWH not responsible for any incident, mishap or injury of any kind of nature that may be sustained by the security guard assigned by the AGENCY in connection with their service in the premises during their tour of duty/duties including death resulting therefrom; it being understood that the security guard/s are the employees of the AGENCY and not of the DPWH, and that all benefits that said security guard heir or heirs may claim in connection with their duties/employment shall be borne by the AGENCY;
- u. Monitor and record employees leaving the office premises who are not on official travel or do not have an approved gate pass;
- v. Adhere to and implement DPWH office policies as directed by management.
- w. Prohibit overnight parking of non-DPWH vehicles within the compound unless authorized by the management.
- x. Check all individuals entering the office premises for firearms (except for Mayors and Governors). Any firearm discovered must be deposited in the designated deposit box in the guardhouse.

6. Scope of Responsibilities of the DPWH

- a. Process and effect payment of actual security services rendered within 5 days from receipt of complete billing documents;
- b. Monitor attendance, payment of salaries, remittances, and taxes to the government as required by law;
- c. Conduct inspection and require replacement of defective security tools and/or equipment by notifying the agency;
- d. Conduct monthly performance evaluation to assess the security agency performance and compliance with the terms and conditions of the contract using a template designed for the purpose.

7. In the event that the Area Equipment Section in Bacolod City is turned over to the DPWH Negros Island Region, the security guards currently assigned to this location shall be reassigned to the DPWH Regional Office in Fort San Pedro, Iloilo City. This reassignment will take effect following a 30-day notice provided to the Security Agency.

8. Minimum Requirement of Supplies and equipment to be provided by the Agency in carrying out the security services within the contract period:

Particulars	Minimum Requirements
Side Arms (at least 9mm) with ammo – For guards on active shifts	7
Shotgun with sufficient ammo	9
Bicycle for roving guards	6
Handheld VHF Radio	16
Handheld Metal detector for Regional Office Guards	3
Under chassis mirror for Regional Office Guards	2
Raincoats	36
Boots (to be used by all Roving Guards in case of heavy rain)	
Umbrella (Big)	9
Digital Camera (For SO on duty in the Regional Office)	1
Megaphone (For SO on duty in the Regional Office)	1
Cellphone (For SO on duty in the Regional Office)	1
Armored Vehicle (as needed)	1
Sufficient Logbooks	120
Luminous Vest with gloves (as needed)	8

These supplies and equipment must be in good working condition and properly maintained. Any supplies or equipment damaged or in bad working condition shall be immediately replaced by the Security Agency for the duration of the Contract.

9. Deployment of Security Guards

SECURITY POST	1 st Shift (6AM-2PM)	2 nd Shift (2PM-10PM)	3 rd Shift (10PM-6AM)	Regular Shift (8AM-5PM)
AES, Iloilo City/Regional Office (new site)	2	2	2	
AES, Roxas City	1	1	1	1
AES, San Jose, Antique	1	1	1	1
AES, Bacolod City	1	1	1	
Base Overhaul Shop, Dumangas	1	1	1	
REGIONAL OFFICE:				
Front Gate	1	1	1	
Back Gate	1	1	1	
Office of the Regional Director				1
Regional Director's Quarters	1	1	1	
Roving Guards	1	1	1	
Head Guards	1	1	1	
TOTAL	11	11	11	3

TECHNICAL EVALUATION PARAMETERS (to be supported by Company Profile)

I. Stability

- a. Years of experience: at least five (5) years of experience in security services
- b. Liquidity of the Contractor: net Financial Contracting Capacity, at least equal to ABC as of December 31, 2023.
- c. Organizational Set-up: with good office set-up, office personnel, and office tools and equipment.

II. Resources

- a. Number and kind of Equipment and Supplies: with the minimum number and kind of equipment/firearms, monitoring devices and supplies as specified in the Schedule of Requirements
- b. Number of Licensed Guards: at least 50 security guards – qualified, licensed, bonded, uniformed, highly trained and armed
- c. Supervisor: with at least six (6) supervisors

III. Security Plan

Tailored fit for the security needs of the DPWH Regional Office VI in accordance with the minimum requirements enumerated in the Security Plan below based on personnel deployment from 6 am to 2 pm, 2 pm to 10 PM and 10 PM to 6 AM.

IV. Other Factors:

- a. Recruitment and Selection Criteria: must be in consonance with the Provision of RA 5487 (An Act Governing the Organization and Management of Private Security Agencies, Company Guard Forces and Government Guard Forces)
- b. Completeness of Uniform and other Paraphernalia as prescribed under RA No.5487 and its Implementing Rules and Regulations.

SECURITY PLAN

A. SECURITY FOR PERSONNEL/VISITORS/CLIENTS

A.1 SECURITY FOR DPWH OFFICIALS AND PERSONNEL

1. Provide close-in security as may be required for Top DPWH Officials visiting the Office.
2. Exercise courtesy and tact in all times.
3. Strict implementation of "No ID/Uniform No Entry Rule" except wash day (Friday).
4. Monitor/search for deadly weapons, explosives, toxic Chemicals, drugs and contraband items/harmful materials upon reasonable grounds for suspicion, cause arrest of employees.
5. Check big bags/plastic bags/boxes going in and out of the office for security purposes.
6. Prevent/detect any form of violation of office policies and submit report to the Chief, Administrative Division.
7. Maintain logbook for personnel and property/equipment movements.
8. Implement "No Entry and Stay" policy in office after office hours including Saturdays, Sundays and Legal Holidays, unless authorized.
9. Full concentration on security work. Avoid chatting to employees, texting while on duty.

A.2. FOR DPWH VISITORS/CLIENTS

1. Implement strictly the "No ID No Entry rule".
2. Check big bags/plastic bags/boxes for security purposes.
3. Monitor/search for deadly weapons, explosives, toxic chemicals, drugs and contraband/harmful materials upon reasonable grounds for suspicion, cause arrest of visitors.
4. Prevent/detect any form of breach of DPWH rules and regulations and if possible, report or

- cause the arrest of perpetrator/s.
5. Prevent entry to security/restricted areas without proper authorization/clearance.
 6. Exercise tact and courtesy at all times.
 7. Provide direction within the office premises.
 8. Maintain visitors' logbook.
 9. Prevent entry after office hours including Saturdays, Sundays, and Legal Holidays unless authorized.
 10. Prohibit loitering in the premises after visitor's business is done.
 11. Issue visitors slip and ID to all non-DPWH personnel and properly coordinate with the officials/employees concerned the entry visitor/s.
 12. Regular reports of untoward incidents/complaints from the public shall be forwarded to the Chief, Administrative Division by the Supervisor of security agency, copy furnished the Regional Director.
 13. Check all individuals entering the office premises for firearms (except for Mayors and Governors). Any firearm discovered must be deposited in the designated deposit box in the guardhouse.

B. SECURITY FOR PHYSICAL RESOURCES

B.1 VEHICLE CONTROL

1. Inspect vehicle entering and leaving DPWH premises.
2. Maintain logbook on the arrival and departure of DPWH vehicles.
3. Control flow of traffic and direct drivers to park their vehicles properly in designated parking area.
4. Safeguard and protect vehicle from pilferage of accessories and other attachments.
5. Require trip ticket for outgoing DPWH vehicles duly signed by the approving Authorities.
6. Prohibit overnight parking for non-DPWH vehicles within office premises.
7. Recommend parking/proper traffic signs.

B. 2 FACILITIES AND BUILDINGS

1. Post notice prohibiting entry or carrying deadly weapons at entrance building.
2. Provide partial lock and key control (except in restricted areas).
3. Deny access to restricted areas.
4. Identify and record in logbook authorized persons entering restricted area/s.
5. Check that all doors and windows are closed and locked after office hours.
6. Deny entry to peddlers and unauthorized vendors.
7. Identify need for lighting and recommend measures.
8. Identify fire hazard and recommend measures.
9. Regularly check location and condition of fire extinguishers and recommend measures.
10. Regularly check conditions of fire hydrants, hoses and alarm systems section.
11. Observe that all lights are switched off and all electrically operated office equipment are unplugged when occupants of the office are all out.
12. Regular inspection of storage areas and recommend measures, if necessary.
13. Switch on and off security and perimeter fence lights.

B. 3 SUPPLIES AND EQUIPMENT

1. All outgoing properties must be covered with appropriate documents duly signed by the authorized signatories indicating property, person moving the equipment, time, date, etc.
2. Access to supply/conference rooms will be allowed to authorized personnel only.
3. Provide/partial lock and key control for all rooms.
4. Ensure security of supplies, equipment, documents at all times.

C. SECURITY IN CASE OF INCIDENTS

C.1 FIRE

1. Inform fire Department immediately upon notice of fire in the vicinity.
2. Know status and location of fire extinguisher.
3. Know how to operate fire extinguisher.
4. Be familiar with fire exits and electrical control switches.
5. Issue fire alarm.
6. Report fire and fire hazard.
7. Report inadequate water supply, firefighting equipment and fire exit.
8. Recommend and assist in the formation of fire brigade.
9. Post appropriate fire sign.
10. Assist in the evacuation of employees, records and equipment.
11. In case of fire, clear driveways and empty spaces, records and equipment.

C.2 THEFT, PILFERAGE AND BURGLARY

1. Secure all entry and exit points.
2. Conduct investigation and submit written report within 48 hours to DPWH Management.
3. Identify witnesses, if possible.
4. Apprehend culprit within the premises, secure incident area to protect evidence.
5. Coordinate with appropriate PNP unit (Theft and Robbery Section).
6. Assist controlling violence.
7. Limit member of entry to premises to as few as possible.

C.3 TRESPASSING

1. Intercept and detain trespassers.
2. Turn-over trespassers to PNP.
3. Report to management.

C.4 HOSTAGE SITUATION

1. Notify PNP, DPWH management and all guards.
2. Act as temporary negotiator until the arrival of the expert negotiator.
3. Hostage-taker not to harm hostage.

C.5 EARTHQUAKE

1. Prevent panic and maintain calm.
2. Direct escape/exit.
3. If possible, urge personnel to seek refuge under strong piece of furniture and keep away from dangerous falling objects.
4. Assist in evacuation of personnel, supplies, materials and equipment.

C.6 FLOOD AND TYPHOON

1. Prevent crossing of employees on flooded areas.
2. Prevent exit when there are strong winds outside the building.
3. Assist in evacuation of personnel, supplies, materials and equipment.

C.7 SABOTAGE

1. Cordon the affected area to secure evidence.
2. In case of explosion, help evacuate all personnel from affected area.
3. Inform fire Department.

C.8 BOMB THREAT

1. Immediately report PNP.
2. Inform DPWH management.
3. Assist evacuation of personnel.
4. Secure DPWH property and clear from unauthorized persons.

C.9 CROWD CONTROL

1. Inform DPWH management.
2. Maximum tolerance must be observed.
3. Ensure that entrance gate must not be blocked by the unruly public.
4. Non-obstructive action should not be interrupted. Efforts should be made to conduct DPWH business normally as possible.

DPWH REGIONAL OFFICE VI
SECURITY SERVICES REQUIREMENTS
2023 - 2024
FINANCIAL PROPOSAL

COST CONTRIBUTION OF SERVICE RATE PER MONTH
PER SECURITY GUARD FOR
8-HOUR DUTY MONDAY TO SUNDAY (3 SHIFTS) INCLUDING HOLIDAYS
(393.5 DAYS PER YEAR)

Contract Duration: One (1) year

No. of Security Guards (36)

Daily Wage Rate

No. of Working Hours per Day (8 hours, 3 Shiftings per day)

No. of Working Days in a Week (Inclusive of Holidays)

No. of Working Days in a Year

AMOUNT PAYABLE TO SECURITY GUARDS

Basic Salary (DW x No. of Working Days in a Year/12)

13th Month pay (DW x 365/12/12)

Five (5) days Incentive Leave (DW x 5/12)

Night Differential (Ave. Pay per month x 10%)

Retirement Benefits (DW x 22.5/12)

Total

P _____

AMOUNT PAYABLE TO GOVERNMENT IN FAVOR OF SECURITY GUARDS

SSS Employer's Contribution

State Insurance Fund

PHIC Employer's Contribution

Pag-Ibig Fund Contribution

Total

P _____

TOTAL AMOUNT PAYABLE TO SECURITY GUARDS & GOVERNMENT

Agency Administrative Overhead Margin (Agency Fee)

Value Added Tax (12% of Agency Fee)

Total No. of Security Guards (Day & Night Shift)

Total Budget Cost for 36 Security Guards (Day & Night Shift)

Total Budget Cost for 36 Security Guards Per Month

(Total Budget Cost of Day Shift + Night Shift)

Total Budget Cost for 36 Security Guards Per Year

(Total Budget Cost for 1 Year)

P _____

P _____
P _____

Section VIII. 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

BID SCHEDULE FORM A-B (TECHNICAL PROPOSAL) FOR FURNISHING OF THE PROCUREMENT OF SECURITY SERVICES FOR DPWH REGION VI, ILOILO	
DPWH SPECIFICATION	BIDDER'S OFFER
<p>The Terms and Reference (TOR) for the services of thirty-six (36) security guards are as follows:</p> <ol style="list-style-type: none"> 1. There shall be no employer-employee relationship between DPWH and the security guards and other personnel employed by the Security Agency. 2. Either parties may pre-terminate at any time the CONTRACT for any violation of the terms and conditions without need of court action, provided that a written notice of said pre-termination shall be given to either party at least thirty (30) days in advance. However, unless the pre-termination is mutually agreed upon by the parties, this is without prejudice to the filing of any appropriate legal action against either party as it may deem necessary to protect the interests. 3. The Security Agency must submit a Retirement Plan to its Security Personnel or employees pursuant to Department of Labor and Employment (DOLE) Department Order No. 150-16, Series of 2016. 4. Any increase in the existing minimum wage rates, other benefits as mandated by the government, emergency allowances, or other wage related benefits by virtue of government action shall be incorporated in the contract by reference. 5. Obligation of the winning Security Agency hereafter to as the "Agency": <ol style="list-style-type: none"> a. Provide security uniforms in accordance with PNP-SAGSD requirements, consisting of the following: <ol style="list-style-type: none"> i. Pershing cap ii. Bull cap iii. Name Cloth iv. Company Cloth v. Belt vi. Flashlight with Functional Batteries vii. Medicine Kit viii. Holster ix. Night Stick x. Whistle xi. Black Shoe with Lace xii. Black Sock xiii. White and Blue Shirt xiv. Handcuffs for each guard 	

<ul style="list-style-type: none"> b. Enforce strict confidentiality and ensure no information on the Department's affair and activities shall be disclosed to any person or entity that may be acquired/possessed in the course of the performance of service; c. Provide One (1) Supervisor from its pool of supervisors to supervise and monitor the performance of all the Security Guards deployed in all the above-mentioned offices; d. Provide, assign, designate, supervise and control the thirty-six (36) security guards, at least one (1) of whom is a lady guard, for the fixed and roving post determined by the DPWH under the schedule provided in item No. 9 of this TOR. The Service provider shall submit to the Chief, Administrative Division a deployment schedule with pictures at least 5 days prior from the start of the succeeding month or one (1) day before any proposed changes to the schedule, which shall include the name of relievers for monitoring purposes; e. No security guard shall be permitted to render service beyond a period of eight (8) hours continuously and not more than six (6) working days; f. Submit the curriculum vitae and/or 201 file and work experience in security operations for all security personnel to be deployed; g. Deploy neat, presentable, well trained and thoroughly screened (neither probationary nor trainee) licensed security guards, in proper uniform, identification cards, physically fit as supported by medical certificate and valid NBI clearance; h. All security guards shall be subjected to neuro-psychiatric, semestral drug and other related test from government accredited testing centers; i. Rotate, reassign, suspend, terminate, or impose disciplinary measures to erring security personnel based on the validated complaints by the Head Security Guard, and shall notify/submit reports to the Chief, Administrative Division, who shall update the Regional Director; j. Notify DPWH at least one week before any replacement/movement/termination of assigned 	<p>III. SECURITY PLAN</p>
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<p>security guard(s) unless for justifiable or legal cause(s) which requires the submission of a report of the action taken at least one (1) day after the incident;</p> <p>k. The security guards assigned to the DPWH are employees of the AGENCY, hence, the AGENCY holds the DPWH free from liability, cause or causes of actions or any claim which may be filed by any security guard by reason of his employment by the AGENCY or under the provisions of the Labor Code, Social Security Act, Minimum Wage Law, EC, PhilHealth, and other laws which are now in force or may hereafter be enacted;</p> <p>l. Every billing shall be accompanied by an affidavit attesting that all wages and benefits due to the guards for the period billed have been paid to the guards in accordance with existing labor laws;</p> <p>m. Conduct investigation and submit reports to the DPWH, within twenty-four (24) hours from the time of discovery, of any loss or damage to the DPWH property/ies or for any unusual occurrences within the area of responsibility;</p> <p>n. Free DPWH from any liability arising from negligent acts of its security guards which caused damage of whatever type to DPWH Employees or to any other third party;</p> <p>o. Maintain peace and order at all times, prevent the unauthorized intrusion, prohibit dumping of garbage, forbid vandalism within DPWH premises;</p> <p>p. Ensure appropriate response/help to situations that require immediate assistance, in any form to DPWH employees and visitors during emergencies or crisis situations, without additional cost to the DPWH;</p> <p>q. Provide additional security assistance with three (3) hour notice from the DPWH Regional Director, as the need arises, by providing/securing the use of Armored Vehicle without any additional cost to the DPWH;</p> <p>r. Avoid unnecessary activities that may disrupt the discharge of functions</p>	
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<p>(unnecessary use of gadgets, playing, etc.) and fulfill other security-related task as may be assigned by the DPWH Regional Director;</p> <p>s. Monitor energy conservation of the DPWH Office</p> <ol style="list-style-type: none"> 1. Regular and periodic checkup of the building and utilities (lights, air condition, and water) 2. Implement the "No idling of DPWH Vehicles" Policy 3. Reporting such leakages, wastage and violators thereof; <p>t. Hold the DPWH not responsible for any incident, mishap or injury of any kind of nature that may be sustained by the security guard assigned by the AGENCY in connection with their service in the premises during their tour of duty/duties including death resulting therefrom; it being understood that the security guard/s are the employees of the AGENCY and not of the DPWH, and that all benefits that said security guard heir or heirs may claim in connection with their duties/employment shall be borne by the AGENCY;</p> <p>u. Monitor and record employees leaving the office premises who are not on official travel or do not have an approved gate pass;</p> <p>v. Adhere to and implement DPWH office policies as directed by management.</p> <p>w. Prohibit overnight parking of non-DPWH vehicles within the compound unless authorized by the management.</p> <p>x. Check all individuals entering the office premises for firearms (except for Mayors and Governors). Any firearm discovered must be deposited in the designated deposit box in the guardhouse.</p> <p>6. Scope of Responsibilities of the DPWH</p> <ol style="list-style-type: none"> a. Process and effect payment of actual security services rendered within 5 days from receipt of complete billing documents; b. Monitor attendance, payment of salaries, remittances, and taxes to the government as required by law; c. Conduct inspection and require replacement of defective security tools and/or equipment by notifying the agency; 	
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- d. Conduct monthly performance evaluation to assess the security agency performance and compliance with the terms and conditions of the contract using a template designed for the purpose.
7. In the event that the Area Equipment Section in Bacolod City is turned over to the DPWH Negros Island Region, the security guards currently assigned to this location shall be reassigned to the DPWH Regional Office in Fort San Pedro, Iloilo City. This reassignment will take effect following a 30-day notice provided to the Security Agency.
8. Minimum Requirement of Supplies and equipment to be provided by the Agency in carrying out the security services within the contract period:

Particulars	Minimum Requirements
Side Arms (at least 9mm) with ammo – For guards on active shifts	7
Shotgun with sufficient ammo	9
Bicycle for roving guards	6
Handheld VHF Radio	16
Handheld Metal detector for Regional Office Guards	3
Under chassis mirror for Regional Office Guards	2
Raincoats	36
Boots (to be used by all Roving Guards in case of heavy rain)	
Umbrella (Big)	9
Digital Camera (For SO on duty in the Regional Office)	1
Megaphone (For SO on duty in the Regional Office)	1
Cellphone (For SO on duty in the Regional Office)	1
Armored Vehicle (as needed)	1

Sufficient Logbooks	120
Luminous Vest with gloves (as needed)	8

These supplies and equipment must be in good working condition and properly maintained. Any supplies or equipment damaged or in bad working condition shall be immediately replaced by the Security Agency for the duration of the Contract.

9. Deployment of Security Guards

SECURITY POST	1 st Shift (6AM-2PM)	2 nd Shift (2PM-10PM)	3 rd Shift (10PM-6AM)	Regular Shift (8AM-5PM)
AES, Iloilo City/Regional Office (new site)	2	2	2	
AES, Roxas City	1	1	1	1
AES, San Jose, Antique	1	1	1	1
AES, Bacolod City	1	1	1	
Base Overhaul Shop, Dumangas	1	1	1	
REGIONAL OFFICE:				
Front Gate	1	1	1	
Back Gate	1	1	1	
Office of the Regional Director				1
Regional Director's Quarters	1	1	1	
Roving Guards	1	1	1	
Head Guards	1	1	1	

TOTAL	11	11	11	3	
<p>TECHNICAL EVALUATION PARAMETERS (to be supported by Company Profile)</p> <p>I. Stability</p> <ul style="list-style-type: none"> a. Years of experience: at least five (5) years of experience in security services b. Liquidity of the Contractor: net Financial Contracting Capacity, at least equal to ABC as of December 31, 2023. c. Organizational Set-up: with good office set-up, office personnel, and office tools and equipment <p>II. Resources</p> <ul style="list-style-type: none"> a. Number and kind of Equipment and Supplies: with the minimum number and kind of equipment/firearms, monitoring devices and supplies as specified in the Schedule of Requirements b. Number of Licensed Guards: at least 50 security guards – qualified, licensed, bonded, uniformed, highly trained and armed c. Supervisor: with at least six (6) supervisors <p>III. Security Plan</p> <p>Tailored fit for the security needs of the DPWH Regional Office VI in accordance with the minimum requirements enumerated in the Security Plan below based on personnel deployment from 6 am to 2 pm, 2 pm to 10 PM and 10 PM to 6 AM.</p> <p>IV. Other Factors:</p> <ul style="list-style-type: none"> a. Recruitment and Selection Criteria: must be in consonance with the Provision of RA 5487 (An Act Governing the Organization and Management of Private Security Agencies, Company Guard Forces and Government Guard Forces) b. Completeness of Uniform and other Paraphernalia as prescribed under RA No.5487 and its Implementing Rules and Regulations. <p>SECURITY PLAN</p> <p>A. SECURITY FOR PERSONNEL/VISITORS/CLIENTS</p> <p>A.1 SECURITY FOR DPWH OFFICIALS AND PERSONNEL</p> <ul style="list-style-type: none"> 1. Provide close-in security as may be required for Top DPWH Officials visiting the Office. 					

2. Exercise courtesy and tact in all times.
3. Strict implementation of "No ID/Uniform No Entry Rule" except wash day (Friday).
4. Monitor/search for deadly weapons, explosives, toxic Chemicals, drugs and contraband items/harmful materials upon reasonable grounds for suspicion, cause arrest of employees.
5. Check big bags/plastic bags/boxes going in and out of the office for security purposes.
6. Prevent/detect any form of violation of office policies and submit report to the Chief, Administrative Division.
7. Maintain logbook for personnel and property/equipment movements.
8. Implement "No Entry and Stay" policy in office after office hours including Saturdays, Sundays and Legal Holidays, unless authorized.
9. Full concentration on security work. Avoid chatting to employees, texting while on duty.

A.2. FOR DPWH VISITORS/CLIENTS

B. 3 SUPPLIES AND EQUIPMENT

1. Implement strictly the "No ID No Entry rule".
2. Check big bags/plastic bags/boxes for security purposes.
3. Monitor/search for deadly weapons, explosives, toxic chemicals, drugs and contraband/harmful materials upon reasonable grounds for suspicion, cause arrest of visitors.
4. Prevent/detect any form of breach of DPWH rules and regulations and if possible, report or cause the arrest of perpetrator/s.
5. Prevent entry to security/restricted areas without proper authorization/clearance.
6. Exercise tact and courtesy at all times.
7. Provide direction within the office premises.
8. Maintain visitors' logbook.
9. Prevent entry after office hours including Saturdays, Sundays, and Legal Holidays unless authorized.
10. Prohibit loitering in the premises after visitor's business is done.
11. Issue visitors slip and ID to all non-DPWH personnel and properly coordinate with the officials/employees concerned the entry visitor/s.
12. Regular reports of untoward incidents/complaints from the public shall be forwarded to the Chief, Administrative Division by the Supervisor of security agency, copy furnished the Regional Director.
13. Check all individuals entering the office premises for firearms (except for Mayors and Governors). Any firearm discovered must be deposited in the designated deposit box in the guardhouse.

B. SECURITY FOR PHYSICAL RESOURCES

B.1 VEHICLE CONTROL

1. Inspect vehicle entering and leaving DPWH premises.
2. Maintain logbook on the arrival and departure of DPWH vehicles.
3. Control flow of traffic and direct drivers to park their vehicles properly in designated parking area.
4. Safeguard and protect vehicle from pilferage of accessories and other attachments.
5. Require trip ticket for outgoing DPWH vehicles duly signed by the approving Authorities.
6. Prohibit overnight parking for non-DPWH vehicles within office premises.
7. Recommend parking/proper traffic signs.

B. 2 FACILITIES AND BUILDINGS

1. Post notice prohibiting entry or carrying deadly weapons at entrance building.
2. Provide partial lock and key control (except in restricted areas).
3. Deny access to restricted areas.
4. Identify and record in logbook authorized persons entering restricted area/s.
5. Check that all doors and windows are closed and locked after office hours.
6. Deny entry to peddlers and unauthorized vendors.
7. Identify need for lighting and recommend measures.
8. Identify fire hazard and recommend measures.
9. Regularly check location and condition of fire extinguishers and recommend measures.
10. Regularly check conditions of fire hydrants, hoses and alarm systems section.
11. Observe that all lights are switched off and all electrically operated office equipment are unplugged when occupants of the office are all out.
12. Regular inspection of storage areas and recommend measures, if necessary.
13. Switch on and off security and perimeter fence lights.

B. 3 SUPPLIES AND EQUIPMENT

1. All outgoing properties must be covered with appropriate documents duly signed by the authorized signatories indicating property, person moving the equipment, time, date, etc.
2. Access to supply/conference rooms will be allowed to authorized personnel only.
3. Provide/partial lock and key control for all rooms.
4. Ensure security of supplies, equipment, documents at all times.

C. SECURITY IN CASE OF INCIDENTS

C.1 FIRE

1. Inform fire Department immediately upon notice of fire in the vicinity.
2. Know status and location of fire extinguisher.
3. Know how to operate fire extinguisher.
4. Be familiar with fire exits and electrical control switches.
5. Issue fire alarm.
6. Report fire and fire hazard.
7. Report inadequate water supply, firefighting equipment and fire exit.
8. Recommend and assist in the formation of fire brigade.
9. Post appropriate fire sign.
10. Assist in the evacuation of employees, records and equipment.
11. In case of fire, clear driveways and empty spaces, records and equipment.

C.2 THEFT, PILFERAGE AND BURGLARY

1. Secure all entry and exit points.
2. Conduct investigation and submit written report within 48 hours to DPWH Management.
3. Identify witnesses, if possible.
4. Apprehend culprit within the premises, secure incident area to protect evidence.
5. Coordinate with appropriate PNP unit (Theft and Robbery Section).
6. Assist controlling violence.
7. Limit member of entry to premises to as few as possible.

C.3 TRESPASSING

1. Intercept and detain trespassers.
2. Turn-over trespassers to PNP.
3. Report to management.

C.4 HOSTAGE SITUATION

1. Notify PNP, DPWH management and all guards.
2. Act as temporary negotiator until the arrival of the expert negotiator.
3. Hostage-taker not to harm hostage.

C.5 EARTHQUAKE

1. Prevent panic and maintain calm.
2. Direct escape/exit.
3. If possible, urge personnel to seek refuge under strong piece of furniture and keep away from dangerous falling objects.

4. Assist in evacuation of personnel, supplies, materials and equipment.

C.6 FLOOD AND TYPHOON

1. Prevent crossing of employees on flooded areas.
2. Prevent exit when there are strong winds outside the building.
3. Assist in evacuation of personnel, supplies, materials and equipment.

C.7 SABOTAGE

1. Cordon the affected area to secure evidence.
2. In case of explosion, help evacuate all personnel from affected area.
3. Inform fire Department.

C.8 BOMB THREAT

1. Immediately report PNP.
2. Inform DPWH management.
3. Assist evacuation of personnel.
4. Secure DPWH property and clear from unauthorized persons.

C.9 CROWD CONTROL

1. Inform DPWH management.
2. Maximum tolerance must be observed.
3. Ensure that entrance gate must not be blocked by the unruly public.
4. Non-obstructive action should not be interrupted. Efforts should be made to conduct DPWH business normally as possible.

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>
	PROPOSED DEPLOYMENT OF GUARDS	
	<p>Each guard shall render services for 8 hours work daily including Saturday, Sundays and Holidays to be rotated in 3 working shifts. There shall be one Head Guard who shall oversee, supervise and monitor the daily performance of the Gate Guards on duty and who shall at the same time act as a Roving Guard and preferably be deployed during day time. In addition to the Head Guards, the Service provider shall assign one Supervisor who shall have the over-all supervision of the performance of all the guards deployed to the five (5) Area Equipment offices. Relievers shall be available at all times in case of absence. No guard shall be allowed to render more than eight hours duty and/or double or straight duty. A detailed order must be submitted to the Chief Administrative Officer five (5) days before the ensuing month for approval.</p> <p>Number of Security Guards for deployment to the DPWH Region VI for CY 2025-2026</p>	

SECURITY POST	1 st Shift (6AM-2PM)	2 nd Shift (2PM-10PM)	3 rd Shift (10PM-6AM)	Regular Shift (8AM-5PM)
AES, Iloilo City/Regional Office (new site)	2	2	2	
AES, Roxas City	1	1	1	1
AES, San Jose, Antique	1	1	1	1
AES, Bacolod City	1	1	1	
Base Overhaul Shop, Dumangas	1	1	1	
REGIONAL OFFICE:				
Front Gate	1	1	1	
Back Gate	1	1	1	
Office of the Regional Director				1
Regional Director's Quarters	1	1	1	
Roving Guards	1	1	1	
Head Guards	1	1	1	
TOTAL	11	11	11	3

BID SCHEDULE FORM A-B (TECHNICAL PROPOSAL) FOR FURNISHING OF THE PROCUREMENT OF SECURITY SERVICES FOR DPWH REGION VI, ILOILO		
DPWH'S SPECIFICATION		
Minimum Requirement of Supplies and equipment to be provided by the Agency in carrying out the security services within the contract period:		BIDDER'S OFFER
Particulars	Minimum Requirements	
Side Arms (at least 9mm) with ammo – For guards on active shifts	7	
Shotgun with sufficient ammo	9	
Bicycle for roving guards	6	
Handheld VHF Radio	16	
Handheld Metal detector for Regional Office Guards	3	
Under chassis mirror for Regional Office Guards	2	
Raincoats	36	
Boots (to be used by all Roving Guards in case of heavy rain)		
Umbrella (Big)	9	
Digital Camera (For SO on duty in the Regional Office)	1	
Megaphone (For SO on duty in the Regional Office)	1	
Cellphone (For SO on duty in the Regional Office)	1	
Armored Vehicle (as needed)	1	
Sufficient Logbooks	120	
Luminous Vest with gloves (as needed)	8	

IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **as per GPPB Resolution No. 15 series of 2021;**

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

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

Note:

- ✓ For manual submission of bids, the Technical Documents is preferably book bounded.
- ✓ The contents of Technical Documents are preferably numbered/paginated consecutively in the right-hand top margin and signed below page number by duly authorized representative for both manual and electronic submission of bids.
- ✓ Any missing, incomplete or patently insufficient document in the required checklist is a ground for outright rejection (non-complying) of the bid

25 FINANCIAL COMPONENT ENVELOPE

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

Note:

- ✓ For manual submission of bids, the Financial Documents is preferably book bounded.
- ✓ The contents of Financial Documents are preferably numbered/paginated consecutively in the right-hand top margin and signed below page number by duly authorized representative for both manual and electronic submission of bids.
- ✓ Any missing, incomplete or patently insufficient document in the required checklist is a ground for outright rejection (non-complying) of the bid

Section X. Bidding Forms

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 0 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 0.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2 failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

Bid Form

Date: _____

Invitation to Bid² N°: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 0 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:³

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state “None”)

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

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

² If ADB, JICA and WB funded projects, use IFB.

³ Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

Dated this _____ day of _____ 20_____.

[signature] *[in the capacity of]*
Duly authorized to sign Bid for and on behalf of _____

(BID FORM (FINANCIAL PROPOSAL))

PRICE SCHEDULE FOR GOODS OFFERED

Date of Bid Opening: December 03, 2024

Contract ID: 24GG039

Contract Name: Procurement of Outsourced Security Services for CY 2025 of DPWH

Regional Office VI, Iloilo City

1	2	3	4		5	6	7
Item No.	Description	ABC	Quantity /Unit		Unit Cost (Peso)	Total Cost (Peso)	Delivery Schedule
	Security Services for DPWH Regional Office VI (For 36 Security Guards)		12	months			
	Total :	<u>Php 11,738,361.24</u>					
Total Amount of Bid:							
<div><div></div><div>(in words)</div><div></div><div>(in figure)</div></div>							

Bid Validity:_____

Name and Signature of Bidder:_____

Address: _____

Name of Representative:_____

Signature of Representative:_____

Bidders are required to include the cost of all taxes, such as, but not limited to: value added tax (VAT), income tax, local taxes, customs duties, freight, insurance, bank charges and other fiscal levies and duties. These shall be itemized in the bid form and reflected in the detailed estimates

Contract Agreement Form

Republic of the Philippines
Department of Public Works & Highways
Region VI – Western Visayas
OFFICE OF THE REGIONAL DIRECTOR
Fort San Pedro, Iloilo City
Tel No. 329-90-01 · Fax No. 335-02-57

C O N T R A C T

PROCUREMENT OF SECURITY SERVICES FOR DPWH REGIONAL OFFICE VI, ILOILO CITY

KNOW ALL MEN BY THESE PRESENTS:

This contract of Security Services is made and entered into and executed this ____ day of _____, ____ in the City of Iloilo, Philippines, by and between:

The **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS REGIONAL OFFICE VI**, a government agency with office address at Fort San Pedro, Iloilo City, represented by its _____, hereinafter referred to as the DPWH;

-and-

The _____, a corporation duly organized and existing under the laws of the Republic of the Philippines, with business address at _____, hereinafter referred to as the **SECURITY AGENCY**.

-WITNESSETH-

WHEREAS, the DPWH, is engaging the services of the _____ for the purpose of guarding and protecting DPWH Regional Office VI and Regional Equipment Services Compound, its properties, office and premises including its officers and employees, visitors and guests, from theft, pilferage, robbery, trespassing, arson and other unlawful acts of undesirable elements;

WHEREAS, the _____, which is duly licensed to engage in the business of providing Security Services has accepted to provide the services required by the DPWH under conditions herein set for a period of ____ () _____ commencing from _____, ____ to _____, ____;

WHEREAS, the DPWH extended the on-going contract for the security services of the _____ for the period of ____ () _____ in the amount of _____ which amount is advantageous to the government.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations herein set forth, both parties hereby agree to the following:

1. THAT the _____ will provide, maintain, and deploy sufficient number of efficient, well trained, experienced and trustworthy security personnel for services daily, including Saturdays, Sundays, legal and special holidays for the protection and security of the rights and interest, premises, office, buildings, furniture, equipment and other facilities of the DPWH in the DPWH Regional Office VI and cottage against theft, pilferage, robbery, trespassing, arson and other unlawful acts that may be committed against the latter as well as its personnel and visitors while in the premises;
2. THAT the number of security guards that the _____ shall provide to the DPWH will be as follows;
 - a.) THIRTY-SIX (36) QUALIFIED AND LICENSED SECURITY GUARDS AT ITS PREMISES TO RENDER EIGHT (8) HOURS DUTY FROM MONDAYS TO SUNDAYS INCLUDING HOLIDAYS, IN THREE SHIFTS: 7:00AM-3:00PM, 3:00PM-11:00PM AND 11:00PM-7:00AM TO BE DEPLOYED/DISTRIBUTED AS FOLLOWS:

Guard	Gate Guards (3 Shifts)	Roving/ Head
1. Area Equipment Section, Iloilo City	3	1
2. Area Equipment Section, Roxas City	3	1
3. Area Equipment Section, San Jose, Antique	3	1
4. Area Equipment Section, Bacolod City	3	1
5. Base Overhaul Shop, Dumangas , Iloilo City	3	1
6. Regional Office VI:		
a. Supervising/Head Guards	3	
b. Front Gate	3	
c. Back Gate	3	
d. Office of the Regional Director	1	
e. Regional Director's Quarters	3	
f. Roving Guards		3
Total	28	8 = 36

One (1) Supervisor to be provided/assigned by the service provider from its pool of supervisors to supervise and monitor the performance of all the security guards deployed in all the offices above-mentioned.

3. THAT the _____ shall provide the necessary firearms and ammunition at all times to the guards assigned to the DPWH, preferably; three: (3) 12 gauge shotgun, six (6) 38 caliber revolvers, with adequate licenses and permits to carry and possess from appropriate government agencies and see to it that, when on duty, they are in prescribed uniform with complete paraphernalia. Each assigned guard is cleared of any derogatory record by the NBI, DILG, PNP and has passed NEURO-PSYCHO and DRUG TESTS, and have undergone quarterly firearms familiarization, firing and other trainings;

4. THAT the _____ shall provide vehicles/armoured vehicles upon the request of the DPWH. The _____, at its own expense shall provide each assigned guard with the following equipment:
1. Valid Licensed Serviceable Firearms
 - (a) Hand gun
 - (b) Shotgun with sufficient ammunition
 2. VHF Portable handheld radio, at least 5 km Radius coverage
 3. Metal Detector
 4. Motorcycle or bicycle for roving guard
 5. Security uniforms as per PNP-SAGSD requirements composed of the following:
 - 5.1 Pershing cap
 - 5.2 Bull cap
 - 5.3 Name Cloth
 - 5.4 Company Cloth
 - 5.5 Belt
 - 5.6 Flashlights with batteries
 - 5.7 Medicine Kit
 - 5.8 Holster
 - 5.9 Night Stick
 - 5.10 Whistle
 - 5.11 Black Shoe with Lace
 - 5.12 Black Sock
 - 5.13 White and Blue Shirt
 - 5.14 Handcuffs for each guard
 - 5.15 Name Cloth
 6. Sufficient logbooks to record day to day activity including ingress and egress of personnel vehicles, office equipment and furniture
 7. Cellular phone for Head Guard
 8. Digital Camera
 9. Raincoats
 10. Large Umbrella
 11. Other tools/Equipment, if any (specify)
5. THAT the _____ shall remove or change or substitute any guard whose performance or showing is found unsatisfactory upon prior notice of advice by the DPWH. Any change in guard initiated by the _____, however shall be prior notice to the DPWH;
6. THAT there shall be no employer-employee relationship between the DPWH and the _____, nor between the DPWH and the guards assigned by the _____ to the DPWH;
7. THAT it is expressly understood and agreed that the DPWH shall not be held responsible for any claim whatsoever for the personal injury or damage including death, either to any of the third persons where such injury or death arises out of or in the course of the lawful performance of security functions of the guards provided by the _____. In the event that the DPWH is made liable by the Court,

- Workmen's Compensation or by any government agency, the _____ shall reimburse the DPWH for the cost thereof;
8. THAT the _____ shall be solely answerable for all claims/benefits that may be made by the guards or their heirs in connection with their employment;
9. THAT the _____ shall be exclusively responsible for the enforcement of compliance with Labor Laws pertaining to the rules and regulations governing employer employee relationship and other applicable laws, rules and regulations relating to the operation, management and conduct of Security Agencies and shall submit proof of remittance supported by statement of billing of SSS, HDMF, and PHILHEALTH and other benefits deducted from the Security Guards Salaries, every month thereof;
10. THAT the _____ shall exempt and protect the DPWH from any liability arising from non-observance of the law and regulations referred to in the preceding paragraph, and/or whatever claims, cases either administrative, civil or criminal, arising from non-compliance with other laws or the provisions of the Contract;
11. THAT the _____ shall be liable to the DPWH for any loss or damage that may be suffered by latter as a result of the acts or omission, fault or negligence of the guard of the former, except;
- a) Where the loss or damage to property occurs inside a closed office or building or compartment into which case the _____ or its agents have no access, in which case the _____ is not liable, unless the door or any part of the office, building or compartment if forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards;
 - b) Loss and/or damage to equipment or property delivered, or entrusted by the DPWH to its employees, which equipment or property was damaged or lost through the act or omission of the employee concerned;
 - c) In case where the loss or damage is due to force majeure;
12. THAT any loss or damage shall be brought to the attention of the _____ by the DPWH within 24 hours from the occurrence or discovery thereof and the _____ shall provide and take appropriate action thereon within 24 hours;
13. THAT in case of emergency, such as outbreak of fire, occurrence of earthquake and riots, the _____ shall provide the DPWH with a contingent of three (3) or more guards on reserve duty to argument and reinforce the security force thereat for the protection of the properties of the latter's office and its officers and personnel against harm during said emergencies;
14. THAT the DPWH is authorized to conduct inspection of the guard on post at its convenience during the guard's tour of duty and report any adverse actuation to _____ for appropriate action;
15. THAT the DPWH shall seek the authority of the _____ in cases of necessity for a guard to escort cash or valuables to and from any destination within Iloilo City for which a Mission Order shall be issued by the _____;

16. THAT in consideration of the services rendered, the DPWH shall pay the _____ the _____ amount _____ of _____ per month for 20 security guards as shown in the schedule of Prices which will form part of this contract;
17. THAT besides other conditions and terms stipulated above, the _____ is obliged under this CONTRACT, to provide the necessary additional guards under the same rate and terms and conditions needed to the satisfaction of the DPWH without resorting to supplementary contract;
18. This CONTRACT shall take effect on _____ until _____ unless sooner terminated in accordance with the provisions thereof. After the expiration of the CONTRACT and no new contract has been or issued by the DPWH or that the result of the bidding is not yet issued if one is conducted, this CONTRACT shall be deemed extended on a month to month basis until such period as may be allowed by law, rules and regulations;
19. The DPWH reserves the right to terminate this CONTRACT for any cause or reason upon thirty (30) days prior to notice, or if the _____ wishes to terminate CONTRACT, it may do so only upon sixty (60) days notice. Provided that in case to litigation arising from or in connection with this contract, the parties agreed that the proper venue shall be the regular courts at the City of Iloilo;
20. In case any provision or stipulation hereof is declared invalid, null and void or contrary to law, rules and regulations, the unaffected portion shall remain valid and effective;

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first and above written at Iloilo City, Philippines.

**GOVERNMENT OF THE
REPUBLIC OF THE
PHILIPPINES**

By:

By:

WITNESSES

APPROVED:

SIGNED IN THE PRESENCE OF

ACKNOWLEDGEMENT

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

BEFORE ME, this _____, day of _____ personally
appeared _____, with
Community Tax Certificate No. _____ issued on
_____ at _____ and _____,
Proprietor with Community Tax No. _____ issued
on _____ at _____, known to me and to me known to be the
same persons who executed the foregoing instrument and acknowledged that the same is their
free act and deed.

The instrument is consisting of six (6) pages including the page on which this
acknowledgement is written, signed by the parties and instrumental witnesses on each page
thereof.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2023 _____

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 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]*;

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

If a sole proprietorship: As the owner and sole proprietor of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of Project]* of the *[Name of Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached [state the title of attached document showing proof of authorization (*e.g. duly notarized Secretary's Certificate issued by the corporation or members of the joint venture*)];

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, **PROCUREMENT AGENT IF ENGAGED**, 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, **PROCUREMENT AGENT IF ENGAGED**, 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, **PROCUREMENT AGENT IF ENGAGED**, 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;
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*; and
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 and 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's Authorized Representative]
Bidder's Representative/Authorized Signatory
[Insert signatory's legal capacity]

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

STATEMENT OF ALL GOVERNMENT AND PRIVATE CONTRACTS COMPLETED WHICH ARE SIMILAR IN NATURE

Business Name:

Business Address:

Name of Contract /Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion
3. Certificate of Acceptance

Submitted by: _____
(Printed Name and Signature)

Designation: _____

Date: _____

LIST OF ALL ONGOING GOVERNMENT AND 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 Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
Note: This statement shall be supported with:						Total Cost		

1. Notice of Award and/or Contract/Purchase Order
2. Notice to Proceed issued by owner/Certificate of Completion/Official Receipt
3. Certificate of Accomplishment signed by the owner or authorized representative

Submitted by: _____
(Printed Name and Signature)

Designation: _____
Date: _____

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid. 31

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgement

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

Bank Guarantee Form for Advance Payment

To: [name and address of PROCURING ENTITY]
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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 of 120 calendar days, 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]

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

Signature of Authorized Representative

Date : _____

Legal Capacity: _____

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.

"Form No. 3"

