



PHILIPPINE BIDDING DOCUMENTS

**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
FIELD OFFICE MIMAROPA**

**BIDDING DOCUMENTS FOR
PROVISION OF SECURITY MANPOWER
SERVICES- 2ND POSTING
FOR CY 2024**

PROJECT ID NO. DSWD4B-2024-002

**Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (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

INVITATION TO BID FOR SECURITY SERVICES FOR FY 2024 *PROJECT ID NO. DSWD4B-2024-002*

1. The *Department of Social Welfare and Development Field Office MIMAROPA*, through the *authorized appropriations under the FY 2024 General Appropriations Act of 2024* intends to apply the sum of ***Four Million Two Hundred Sixty Eight Thousand Pesos Only (Php 4,268,000.00)*** being the ABC to payments under the contract for *Project, "Provision of Security Manpower Services with Project ID No. DSWD4B-2024-002*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DSWD Field Office MIMAROPA now invites bids for the above Procurement Project. Delivery of the Services is required by ***May 1, 2024 to December 31, 2024***. Bidders should have completed, within *three (3 years)* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
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.
 - a. 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 *DSWD Field Office MIMAROPA Bids and Awards Committee Secretariat* and inspect the Bidding Documents at the address given below during office hours from 8:00 A.M to 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***March 12, 2024- April 1, 2024*** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (Php 5,000.00)*.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PHILGEPS) and the website of the Procuring Entity , provided that the bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Payment for the purchase of Bid Documents may be deposited thru electronic fund transfer or over-the-counter (OTC) transaction to:

Account Name: **DSWD IV-B MISCELLANEOUS TRUST FUND**
Type Account: **Land Bank (Main –Cash Dept) Current Account**
Account Number: **3402-1021-51**

Proof of payment of bid documents i.e photos/ screenshots/printouts of electronic fund transfer receipts, actual OTC deposit receipts should be submitted with or before the submission of bid documents.

6. The *DSWD Field Office MIMAROPA* will hold a Pre-Bid Conference¹ on **March 20, 2024 10:00 A.M** through video conferencing or webcasting *via google meet*, which shall be open to prospective bidders.

Interested bidders who would like to join the Pre-Bid Conference through video teleconferencing (google meet) may send at procurement.fomimaropa@dswd.gov.ph not later than March 20, 2024 the following details so that the DSWD Field Office MIMAROPA BAC Secretariat may send the link and other instructions for the conduct of the video conference;

- a. Name of Company;
- b. Name of Authorized Representative/s;
- c. Contact Number;
- d. Email Address

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **April 1, 2024 Monday 1:00 P.M. at DSWD Field Office MIMAROPA , 1680 F.T Benitez cor Malvar Sts, Malate, Manila. Late bids shall not be accepted.**

Should there happen a fortuitous event, the Pre-Bid Conference and Submission/Opening of Bids shall be automatically conducted on the next available working day , after the dates as above mentioned respectively for each of the afore-stated activities at the same time and place without need of further advertisement/posting.

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 **April 1, 2024 Monday 1:30 P.M at DSWD Admin Building, 1680 F.T Benitez cor Malvar Sts, Malate, Manila and/or via Video Teleconferencing**

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

(VTC)thru google meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The DSWD Field Office MIMAROPA 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:

Harvy B. Calabio

BAC Secretariat Head

DSWD FO MIMAROPA Bids and Awards Committee

DSWD FO MIMAROPA

1680 F.T Benitez cor Malvar Sts, Malate, Manila

Telephone Number: 5336-8106 Local 24052

Cellphone Number : +63998-474-6898

Email Address: procurement.fomimaropa@dswd.gov.ph

Website: www.fo4b.dswd.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: www.fo4b.dswd.gov.ph

March 8, 2024

(ORIGINAL SIGNED)
KENNETH M. MONTENEGRO
BAC Chairperson

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, *DSWD Field Office MIMAROPA* wishes to receive Bids for the Provision of Security Manpower Services for FY 2024, with identification number *DSWD4B-2024-002*

The Procurement Project (referred to herein as “Project”) is composed of a single lot the details of which are described in Section VII (Technical Specifications)

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Fiscal Year 2024* in the amount of **Four Million Two Hundred Sixty Eight Thousand Pesos Only [Php 4,268,000.00]**

2.2. The source of funding is NGA , General Appropriations Act

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership 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:

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed **a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that **Sub Contracting is not allowed**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 *three (3 years)* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately.

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 Philippine Pesos

14. Bid Security

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

15. Sealing and Marking of Bids

Each Bidder shall submit three (3) copies of the first and second components of its Bid.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.3. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Supply and Delivery of Security Manpower Services.</i> b. completed within three (3 years) prior to the deadline for the submission and receipt of bids.
14.1	<p>The bid security shall be in the form of a <u>Bid Securing Declaration</u>, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Eighty Five Thousand Three Hundred Sixty Pesos Only (Php 85,360.00) 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 Two Hundred Thirteen Thousand Four Hundred Pesos Only (Php 213,400.00) if bid security is in Surety Bond.
20	<p><i>The latest income tax returns (ITR) are those covering fiscal year 2023 and the latest business tax returns (BTR) are those filed within the last six months preceding the date of submission .BTR refers to the value-added tax and percentage tax on sales.</i></p> <p><i>The other required post qualification documents are:</i></p> <ul style="list-style-type: none"> a. <i>Department of Labor and Employment (DOLE) – Clearance from the Department of labor and Employment Regional Office where the principal office of the Applicant/Bidder is located that the bidder has no pending administrative for violation of the minimum wage laws, rules and regulations.</i> b. <i>Clearance from NLRC Clearance from the National Labor Relations Commission (NLRC) stating that the bidder has no pending Administrative Case for violation of the minimum wage laws and other applicable labor rules and regulations. Certification/Clearance must be issued on the current year;</i> c. <i>SSS membership and Proof of Paid Remittances (2022 and 2023) (2 years)</i> d. <i>PAG-IBIG Membership and Proof of paid remittances of all existing personnel for the last two years (2022 & 2023)</i> e. <i>PHILHEALTH paid remittances of all existing personnel for the last two years (2022 and 2023)</i> f. <i>Company Profile</i>
21.1	<i>No additional requirements</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>DSWD MIMAROPA requires the services of a Service Provider that will safeguard its personnel, properties, facilities as well as clients and other public who come to the regional office.</p> <p>SCOPE OF WORK</p> <p>A. The Service Provider</p> <p>1. The Service Provider/Security Agency shall provide a total of fifteen (15) security guards ; four (4) qualified security guards to the Regional Office, Malate Manila, two(2) in SWADT Puerto Princesa City, Palawan, one (1) in Calapan City, Oriental Mindoro, one (1) in San Jose, Occidental Mindoro, one (1) in Boac, Marinduque, one(1) in Odiongan, Romnblon and five (5) in MIMAROPA Youth Center in Bansud, Oriental Mindoro.</p> <p>One of these shall be designated as Security Officer/Office-In-Charge (OIC) who shall provide technical and administrative work regarding security matters. He shall also act as confidential officer.</p> <p>2. The Service Provider shall be responsible for the following:</p> <p>2.1. Protect the office’s building, facilities, properties, and personnel’s belongings in the area of jurisdiction from disturbance, burglary, robbery, vandalism, pilferage, theft, sabotage and other unlawful acts;</p> <p>2.2. Secure and defend from harm the Regional Office’s official employees and clients including its visitors while they are within the area of jurisdiction;</p> <p>2.3. Implement the Regional Office’s security measures and other security-related policies which may be promulgated by the DSWD MIMAROPA from time to time; and</p> <p>2.4. Submit daily reports and other reports on security activities as may be required by the Regional Office.</p> <p>3. The Service Provider shall provide the required security equipment and all its peripherals/accessories to its security personnel assigned in the Department.</p> <p>3.1 10 Units of Handheld Radio</p> <p>3.2 15 Units Teargas Spray</p> <p>3.3 15 units Safety Security Visibility Reflective Vest</p> <p>3.4 15 units police bat</p>

3.6 Safety shoes

3.7 Raincoat

5. The Service Provider will also be in charge of the monitoring of the status/condition of installed devices/equipment (CCTVs) quarterly in the Regional Office **and make the necessary report and repair and maintenance required by the security equipment, paraphernalia/accessories provided in the Department.**

6. Except for fortuitous events and/or negligence of the Regional Office's staff and employees, the Service Provider shall be accountable for the following:

6.1. Any loss or damages to all property appearing in the Inventory Report and/or other reports/documents that serve as proof of the Regional Office's ownership of the property; and

6.2. Any damage due to the building and other facilities within the DSWD MIMAROPA compound, as a result of negligence in the performance of duty of the security personnel.

7. The Service Provider shall pay for the damages through a deduction from its monthly billing. In case the cost of damages cannot be covered by its collectibles from the Regional Office, the Service Provider shall pay in cash or restore the property at their expense within one (1) month.

8. The Service Provider shall at all times be solely liable and responsible for the enforcement of and compliance with all existing laws, rules and regulations on labor, personnel wages/salaries/benefits, rights and privileges, particularly the Labor Code, Social Security System, Employees Compensation Commission, Philippine Health Insurance, among others. The Service Provider shall hold the Regional Office free from any liabilities in respect thereto and/or which may arise therefrom.

Other Terms and Conditions

1. The Service Provider shall pay in advance the salary and other benefits of their security personnel. Any delay and non-payment of salaries and other benefits to any security personnel by the Service Provider are grounds for the immediate termination of the contract.

2. The Service Provider shall submit to DSWD MIMAROPA, together with its monthly invoices, duly certified copy of the immediately preceding payroll, a sworn certification/undertaking duly executed by its General Manager/President stating that all workers and/or personnel assigned to DSWD MIMAROPA pursuant to this Agreement have been paid the required minimum wage and other mandatory benefits that they are entitled

to under the law. DSWD MIMAROPA shall not process any billing that is not accompanied by the aforementioned document.

3. The Service Provider shall submit to DSWD MIMAROPA, together with its monthly invoices, duly certified copy of the immediately preceding payroll, proof of remittances to the Social Security System, BIR, PAG-IBIG and PhilHealth of both employees' and employer's contribution as well as its alpha list. All employees must be provided with pay slip as proof of payment. Failure of Service Provider to submit such duly certified copy of payroll, proof of remittance including alpha list, shall be enough basis for DSWD MIMAROPA not to process Service Provider billing and shall be ground for early termination of the contract.
4. The DSWD MIMAROPA through its Personnel may request replacement of the guards any time during the contract period with or without cause.
5. The Service Provider shall be responsible to the Head of the Agency. All reports shall be submitted to the General Services Section (GSS) Head under the Administrative Division who shall supervise and monitor the implementation of security services of the Service Provider.
6. The security personnel to be provided by the Service Provider are not employees of the DSWD MIMAROPA and as such, the latter shall not in any manner be liable or responsible for any personal injury or damages, including death, caused by other Guards assigned to the DSWD MIMAROPA during the lawful performance of their duties.
7. If, during the effectivity of the Contract between the Service Provider and DSWD FO MIMAROPA, a wage order or pertinent laws shall be implemented increasing the minimum wage or providing additional benefits to employees in the private sector, the rates herein shall be adjusted accordingly
8. The contract shall be for eight (8) months, covering the period of May 1, 2024 to December 31, 2024 unless sooner terminated by the DSWD by giving the other a written notice of one month prior to the intended date of termination of the contract;

Following the guidelines on the Regular and Recurring Services, the agency shall evaluate the performance of the service provider for possible renewal of its contract based on the mandatory performance criteria provided below;

	Performance Criteria	Weight
I.	Conformity to Technical Requirements	25
II.	Timeliness in the delivery of Services	25
III.	Behavior of Personnel	20
IV.	Response to Complaints	20
V.	Compliance with set office policies for such services	10
		100

The Service Provider must attain at least a "Satisfactory" rating at 80 points for possible recommendation for the renewal of the contract for the proceeding

	<p>years. The Service Provider must not be a Blacklisted Entity at the time of the conduct of the performance evaluation until the signing of the renewal of contract.</p> <p>The Service Provider shall undergo a periodic review using the above cited criteria to ensure compliance with the technical specifications as well as the other terms and conditions imposed by the DSWD MIMAROPA during the contract period.</p> <p>Further, a mid term assessment or evaluation of the performance of the Service Provider . Based on its assessment , the DSWD MIMAROPA may terminate the contract for failure of the contractor to perform its obligations thereon.</p>
2. 2	For services rendered, the SERVICE PROVIDER shall submit monthly billing statements with all required attachments in compliance with accounting and auditing rules and regulations.
;3	No further instructions
4	The SERVICE PROVIDER warrants that all security personnel are duly licensed and have complied with the all the requirements prescribed by the law.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Deployment of Fifteen (15) Security Guards in accordance with Annex A 4 SG – DSWD Regional Office(Malate, Manila) 5 SG – MIMAROPA Youth Center (Bansud, Oriental Mindoro) 2 SG – SWADT Palawan (Puerto Princesa City ,Palawan) 1 SG- SWADT Oriental Mindoro (Calapan City, Oriental Mindoro) 1 SG- SWADT Romblon (Odiongan, Romblon) 1SG- SWADT Marinduque (Boac, Marinduque 1 SG- SWADT Occ. Mindoro (San Jose, Occidental Mindoro)	15	15	May 1, 2024- December 31, 2024
2	Provision of tools and equipment as specified in Section VII –Technical Specifications			

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

ANNEX A

DEPLOYMENT OF DSWD MIMAROPA REGION SECURITY GUARDS			
LOCATION	NO.OF HOURS	TOUR OF DUTY	NO.OF GUARDS FOR CY 2024
DSWD Regional Office (Malate,Manila)	24 hours	12hrs/shift/daily(7:00 AM-7:00 PM; 7:00 PM-7:00 AM)	4
MIMAROPA Youth Center (Bansud,Oriental Mindoro)	24 hours	12 hrs/shift/daily (6:00 AM-6:00 PM; 6:00PM-6:00 AM)	5
SWADT Palawan (Puerto Princesa City,Palawan)	12 hours	12 hrs/shift/daily(7:00 PM-7:00 AM); ; 7:00 PM-7:00 AM)	2
SWADT Oriental Mindoro (Calapan City, Oriental Mindoro)	12 hours	12 hrs/shift/daily(7:00 AM-7:00 PM);	1
SWADT Romblon	12 hours	12 hrs/shift/daily(7:00 AM-7:00 PM);	1

(Odiongan, Romblon)			
SWADT Marinduque (Boac, Marinduque)	12 hours	12 hrs/shift/daily(7:00 AM-7:00 PM);	1
SWADT Occidental Mindoro (San Jose, Occidental Mindoro)	12 hours	12 hrs/shift/daily(7:00 AM-7:00 PM);	1

Section VII. Technical Specifications

*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.]*

Item	Specification	Bidder’s Statement of Compliance
I	RECRUITMENT AND SELECTION CRITERIA	
	<p>A. Deployment of fifteen (15) qualified, bonded, uniformed, highly trained and armed Security Guards including one Officer –in-Charge in accordance with the attached Annex A with the following minimum qualifications :</p> <ol style="list-style-type: none"> 1. With a valid security guard license. Have current/valid National Certification II(NCII) for Security Services issued and certified by the Technical Education and Skills Development Authority (TESDA) and other accredited training institutions. 2. With a valid license to carry fire-arms; 3. With a valid license/training to use handheld radios; 4. Bonded with at least P1,000 per guard; 5. At least High School graduate but with required training in security services; 6. Must have undergone the pre-licensing training course conducted by the licensed training school accredited by the Security Agency and Guards Supervision Division (SAGSD) of the Philippine National Police (PNP) containing subjects on public 	

	<p>relation, values formation, and courtesy and discipline;</p> <ol style="list-style-type: none"> 7. Must ensure that they adapt themselves to the environment and to the rules and regulations of the agency/office; 8. Physically and mentally fit; possess Psychological, Neurological and Drug Test, Medical Clearance; 9. Height – at least 5’0” for male & 5’0 for female Weight - not less than 120 lbs. for male & 100 lbs. for female 10. Age – not less than 21 years old but not older than 65 years old 11. With good moral character; possess clearances from Philippine National Police and National Bureau of Investigation ; 12. Preferably have undergone first-aid and basic life support course certified by the Philippine National Red Cross (PNRC) 13. Security personnel to be assigned in the Center/Institution (MIMAROPA Youth Center) must preferably undergo training on handling cases of Children at Risk (CAR) and Children in Conflict with the Law (CICL). <p>The Contractor, upon receipt of the Notice of Award, shall be required to submit to the DSWD –General Services Section a sworn statement attesting compliance with the foregoing.</p>	
	<p>The Contractor is willing to absorb the four (4) current/existing security personnel presently assigned in the Regional Office.</p>	
II	SECURITY AGENCY QUALIFICATIONS	
	<p>A. Stability</p> <ol style="list-style-type: none"> 1. Years of Experience- at least five (5) years in the business 2. Liquidity of the Contractor- at least Php 500,000 (Current Assets minus Current Liabilities based on December 31, 2023 Statement of Financial Position) 3. Organizational Set-Up- with good office set up personnel and office tools and equipment. The agency must submit a 	

	<p>company profile confirming the foregoing requirements including an organizational chart.</p> <p>B. Resources</p> <p>1.Number and Kind of Equipment and Supplies- with the minimum number and kind of equipment and supplies as specified in Item V hereof.</p> <p>2. Number of Guards- with at least 50 Security Guards</p>	
III	SECURITY PLAN	
	<p>A.SECURITY OF HUMAN RESOURCES</p> <p>A.1 DSWD Officials</p> <p>1. Provide close-in security as may be required. 2. Exercise courtesy and tact at all times. 3. Provide security assistance as maybe required /instructed as necessary.</p> <p>A.2 DSWD Employees</p> <p>1. Implement strictly the “No ID No Entry rule”. 2.Monitor/frisk for deadly weapons, explosives, toxic chemicals, drugs, and contraband items,/harmful materials upon reasonable grounds for suspicion, cause arrest of visitor. 3. Prevent /detect any form of breach of DSWD rules and regulations and if possible report or cause the arrest of the perpetrator/s 4.Implement strictly the “No Entry” to secured/restricted areas without proper authorization. 5. Exercise tact and courtesy at all times. 6. Assist employees as maybe required. 7. Maintain logbook upon entry /exit of employees. 8. No entry and stay in the office after office hours , including Saturdays, Sundays and Legal Holidays, unless authorized.</p> <p>A.3 DSWD GUESTS/VISITORS</p> <p>1.Implement strictly the “No ID No Entry rule”. 2.Monitor/frisk for deadly weapons, explosives, toxic chemicals, drugs, and contraband items,/harmful materials upon reasonable grounds for suspicion, cause arrest of visitor.</p>	

3. Prevent /detect any form of breach of DSWD rules and regulations and if possible report or cause the arrest of the perpetrator/s
4. Implement strictly the “No Entry” to secured/restricted areas without proper authorization.
5. Exercise tact and courtesy at all times.
6. Assist employees as maybe required.
7. Maintain logbook.
8. Prevent entry after office hours ,including Saturdays, Sundays and Legal Holidays, unless authorized.
9. Prohibit loitering on the premises after the visitor’s business is done.
10. Properly coordinate with the officials/employees concerned the entry of visitors.

B. SECURITY FOR PHYSICAL RESOURCES

B.1 VEHICLE CONTROL

1. Inspect vehicle entering and leaving DSWD premises.
2. Maintain a logbook upon the arrival and departure of vehicles of both DSWD and non-DSWD vehicles.
3. Control flow of traffic and direct drivers to park their vehicles properly in the designated parking area.
4. Safeguard and protect vehicles from pilferage of accessories and other attachments.
5. Require trip ticket for outgoing DSWD vehicles, duly signed by the approving authorities.
6. Prohibit overnight parking for non-DSWD vehicles.
7. Recommend parking, and observe and follow traffic signs.

B.2 FACILITIES AND BUILDINGS

1. Post notices at the entrance of the building prohibiting entry or carrying of deadly weapons.
2. Identify and record in the logbook the names of person entering in the area.
3. Check that all doors and windows are closed and locked after office hours.
4. Deny entry to peddlers and vendors
5. Identify the need for lighting and make necessary recommendations to address such need.
6. Identify fire hazards and make necessary recommendations to prevent accidents.
7. Regularly check the condition and location of fire extinguishers and recommend safety measures.
8. Regularly check the conditions of fire hydrants, hoses and alarm systems.
9. Recommend the formation of fire brigades and fire drills.

10. Observe that all lights are switched off and all electronically operated office equipment are unplugged when occupants of the office are all out.
11. Regularly inspect storage areas and make necessary recommendations.

B.3 SUPPLIES AND EQUIPMENT

1. All outgoing DSWD properties must be accompanied with the appropriate Gate Pass/documents, duly signed by the authorized signatories, indicating serial number, property number, person moving the equipment, time, date etc.
2. Personal properties shall be covered by personal property slip issued by the security detachment.
3. Access to supply rooms and areas will be allowed to authorized personnel only.
4. Ensure security of documents.

C. CONTINGENCY PLAN FOR VARIOUS RISKS

C.1 FIRE

1. Inform the Fire Department
2. Know the status and location of firefighting equipment.
3. Know how to operate the firefighting equipment.
4. Be familiar with the location of fire exits and electrical control switches.
5. Sound the fire alarm.
6. Report fire and any fire hazard.
7. Report inadequate water supply and defective firefighting equipment.
8. Recommend and assist in the formation of the fire brigade.
9. Post appropriate fire signs.
10. Assist in the evacuation of employees, records and equipment.
11. In case of fire, clear driveways and pathways.

C.2 THEFT, PILFERAGE AND BURGLARY

1. Secure all entry and exit points.
2. Conduct an investigation and submit a written report within 48 hours to the DSWD management.
3. Identify witnesses, if possible.
4. Apprehend the culprit within the premises, and secure the incident area to protect evidence.
5. Coordinate with the appropriate PNP unit (Theft and Robbery Section)
6. Assist in controlling violence.

	<p>7. Limit the number of entries to premises to as few as possible.</p> <p>8. Maintain contact with PNP.</p> <p>C.3 TRESPASSING</p> <p>1.Apprehend and detain trespassers.</p> <p>2.Turn over trespassers to the appropriate PNP unit.</p> <p>3.Report the incident to the management.</p> <p>C.4 HOSTAGE SITUATION</p> <p>1.Notify PNP, DSWD and all security guards.</p> <p>2. Act as a temporary negotiator to make sure that nobody will be harmed until the arrival of the expert negotiator.</p> <p>C.5 EARTHQUAKE</p> <p>1. Prevent panic and maintain calm.</p> <p>2. Assist in the evacuation of employees.</p> <p>3. Assist in the formation of the brigade.</p> <p>C.6 FLOOD AND TYPHOON</p> <p>1. Prevent employees from crossing unsafe areas.</p> <p>2. Prevent people from going out of the building if there are strong winds.</p> <p>3. Assist in the evacuation of personnel, supplies, materials, and equipment.</p> <p>C.7 SABOTAGE</p> <p>1. Cordon off the affected area to secure evidence.</p> <p>2. In case of an explosion, help evacuate all personnel from the affected area.</p> <p>3. Inform the Fire Department of the incident.</p> <p>C.8 BOMB THREAT</p> <p>1. Immediately inform the threat to PNP.</p> <p>2. Inform the DSWD Management of the threat.</p> <p>3. Assist in the evacuation of personnel.</p> <p>4. Secure the DSWD property, and clear the area of any authorized persons.</p> <p>5. Assist in the bomb search, if necessary.</p> <p>D. OTHER TERMS AND CONDITIONS</p>	
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	<p>1. The Contractor shall provide fifteen (15) Security Guards who will be assigned/deployed to DSWD areas.</p> <p>2. The Contractor shall ensure that the Security Guards assigned to the DSWD shall observe proper prescribed uniforms.</p> <p>3. The DSWD has the option to effect changes in the assignment/deployment of the security guards anytime during the contract period through a written notice to the Contractor. Likewise, the DSWD may increase or decrease the number of security guards depending on the exigency of the service.</p> <p>4. The Contractor hereby warrants to make available, at all times, relievers and/or replacements to ensure continuous and uninterrupted services in case of absences, and shall execute the necessary supervision over the work of its personnel.</p>	
IV	SERVICE LEVEL AGREEMENT	
	<p>The Security Guards shall:</p> <ol style="list-style-type: none"> 1. Maintain peace and order at the DSWD premises. 2. Watch, safeguard, and protect the DSWD properties from theft/robbery, arson, sabotage, vandalism, pilferage destruction or damage, and other unlawful acts. 3. Ensure the safety of DSWD officials, personnel, and visitors from harassment, threat, or intimation within the premises of the DSWD. 4. Monitor/frisk visitors for deadly weapons, explosives, toxic chemicals, drugs, contraband items, and/or harmful materials upon reasonable grounds and if necessary, coordinate with the PNP for possible arrest of the persons concerned. 5. Issue visitor's slip/number to all non-DSWD personnel upon registry in the logbook and properly coordinate their entry with the officials/employees concerned. 6. Prohibit loitering of guests in the premises after the purpose of the visit/official transaction is completed. 	

	<p>7. Prevent entry of unauthorized persons after office hours and during weekends and non-working holidays unless authorized by the DSWD officials.</p> <p>8. Maintain daily 24-hour logbooks in the arrival and departure of DSWD and non-DSWD vehicles.</p> <p>9. Inspect vehicles entering and leaving DSWD premises.</p> <p>10. Control the flow of traffic, and direct drivers to park their vehicles properly in designated parking areas.</p> <p>11. Secure all entry and exit points.</p> <p>12. Prevent entry to secured/restricted areas without proper authorization/clearance.</p> <p>13. Implement the DSWD's security measures and other security-related policies which may be promulgated by the DSWD from time to time.</p>																	
V	OTHER TERMS AND CONDITIONS																	
	<p>The Contractor shall :</p> <p>1. Provide the following tools and equipment, subject to random inspection by the authorized DSWD official/representative:</p> <table border="1" data-bbox="339 1294 1106 2000"> <thead> <tr> <th data-bbox="339 1294 724 1364">Particulars</th> <th data-bbox="724 1294 1106 1364">Quantity</th> </tr> </thead> <tbody> <tr> <td data-bbox="339 1364 724 1547">VHF portable handheld radio ,200-300 mhz with extra battery pack and battery charger</td> <td data-bbox="724 1364 1106 1547">10 units</td> </tr> <tr> <td data-bbox="339 1547 724 1617">Tear Gas Spray</td> <td data-bbox="724 1547 1106 1617">15 units</td> </tr> <tr> <td data-bbox="339 1617 724 1724">Safety Security Visibility Reflective Vest</td> <td data-bbox="724 1617 1106 1724">15 units</td> </tr> <tr> <td data-bbox="339 1724 724 1794">Flashlight with batteries</td> <td data-bbox="724 1724 1106 1794">15 units</td> </tr> <tr> <td data-bbox="339 1794 724 1863">Medical Kit</td> <td data-bbox="724 1794 1106 1863">15 units</td> </tr> <tr> <td data-bbox="339 1863 724 1933">RainCoat</td> <td data-bbox="724 1863 1106 1933">15 sets</td> </tr> <tr> <td data-bbox="339 1933 724 2000">Safety Shoes</td> <td data-bbox="724 1933 1106 2000">15 sets</td> </tr> </tbody> </table>	Particulars	Quantity	VHF portable handheld radio ,200-300 mhz with extra battery pack and battery charger	10 units	Tear Gas Spray	15 units	Safety Security Visibility Reflective Vest	15 units	Flashlight with batteries	15 units	Medical Kit	15 units	RainCoat	15 sets	Safety Shoes	15 sets	
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VHF portable handheld radio ,200-300 mhz with extra battery pack and battery charger	10 units																	
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Medical Kit	15 units																	
RainCoat	15 sets																	
Safety Shoes	15 sets																	

Whistle	15 pcs	<p>2 . Assume full responsibility and undertake to reimburse DSWD for losses, damages, and injuries caused to the DSWD’s properties and personnel which the contractor is bound to secure and protect. Except for fortuitous events and/or negligence of the DSWD staff and employees, the Contractor shall be accountable for the following:</p> <p>2.1. Any loss or damages to all property appearing in the Inventory Report and/or other reports/documents that serve as proof of the DSWD’s ownership of the property; and</p> <p>2.2. Any damage due to the building and other facilities within the DSWD’s compound, as a result of negligence in the performance of duty of the security personnel.</p> <p>3. The Contractor shall pay for the damages through deduction from its monthly billing. In case the cost of damages cannot be covered by its collectibles from the DSWD, the Contractor shall pay in cash or restore the property at their expense within one (1) month.</p> <p>4.Assign a Security in Charge to monitor the performance of the Security Guards and to handle the periodic consolidation of daily time cards in preparation for the monthly billing to the DSWD.</p> <p>5.Recommend the enforcement of policies , rules and regulations of the DSWD and upon the approval of the DSWD Regional Director, implement them in order to maintain peace and order within the DSWD premises.</p> <p>6. Whenever required by the Regional Director, or if deemed necessary by the Security in Charge, conduct an investigation concerning any security breach within the DSWD premises including the commission of any crime and submit a report to the Assistant Regional Director for Administration as instructed.</p> <p>7.Pay its personnel not less than the minimum wage and provide benefits mandated by law. The Contractor shall comply with the laws and rules governing labor standards and employees compensation. A Certificate of Compliance/Sworn Certification /Undertaking duly executed by its General Manager/President for the purpose</p>
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	<p>shall be required from the Contractor to accompany the monthly billing statement. DSWD shall not process any billing that is not accompanied by the aforementioned documents</p> <p>8. The Contractor shall pay in advance the salary and other benefits of their security personnel. Any delay and non-payment of salaries and other benefits to any security personnel by the Contractor are grounds for the immediate termination of the contract.</p> <p>9. The Contractor shall submit to DSWD , together with its monthly invoices, duly certified copy of the immediately preceding payroll, proof of remittances to the Social Security System, BIR, PAG-IBIG and PhilHealth of both employees' and employer's contribution as well as its alpha list. All employees must be provided with pay slip as proof of payment. Failure of Contractor to submit such duly certified copy of payroll, proof of remittance including alpha list, shall be enough basis for DSWD not to process Contractor's billing and shall be ground for early termination of the contract.</p> <p>10. The Contractor shall at all times be solely liable and responsible for the enforcement of and compliance with all existing laws, rules and regulations on labor, personnel wages/salaries/benefits, rights and privileges, particularly the Labor Code, Social Security System, Employees Compensation Commission, Philippine Health Insurance, among others. The Contractor shall hold the DSWD free from any liabilities in respect thereto and/or which may arise therefrom.</p> <p>11. The Security Personnel to be provided by the Contractor are not employees of the DSWD MIMAROPA and as such, the latter shall not in any manner be liable or responsible for any personal injury or damages, including death, caused by other Guards assigned to the DSWD MIMAROPA during the lawful performance of their duties.</p> <p>12. The Service Provider will also be in charge of monitoring of the status/condition of installed devices/equipment (CCTVs) quarterly and make the necessary repairs and maintenance required by the security equipment, paraphernalia/accessories provided in the department.</p>	
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I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder **Signature Over Printed Name of Representative** **Date**

Section VIII.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (**Please attach the copy of Contract/ Purchase Order and Certificate of Completion and Acceptance or Official Receipt/Collection Receipt/Sales Invoice**); **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) 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

- (k) 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.

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

BID FORM
(shall be submitted with the Bid)

To : Chairperson

Bids and Awards Committee
DSWD Field Office MIMAROPA
1680 F.T Benitez cor Malvar Sts, Malate ,Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform the **Provision of Security Manpower Services for FY 2024** in conformity with the said PBDs for the sum of:

(Bid Amount in Words and Figures)

or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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

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

We certify that we comply with the eligibility requirements pursuant to the PBDs. The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule
(shall be submitted with the Bid)

Name of Bidder _____

Project Identification: DSWD4B-2024-002

Regional Office: Malate, Manila

Place & Area of Deployment	<i>Malate, Manila</i>	<i>Malate, Manila</i>
No. of Guards	TWO (2) GUARDS	TWO (2) GUARDS
No. of Days per Week	7 DAYS/WK	7 DAYS/WK
No. of Hours per Day per Guard	12 HRS/DAY	12 HRS/DAY
No. of Shifts per Day	<i>Day Shift</i>	<i>Night Shift</i>
DAILY WAGE (DW)		
EQUIVALENT NO. OF DAYS PER YEAR (EDPY)	395	395
AMOUNT PAID DIRECTLY TO THE GUARD:		
1. Average Pay Per Month (DW X EDPY) / 12		
2. Night Differential Pay		
3. 13 th Month Pay (DW X 365) / 12 / 12		
4. 5 Days Incentive Leave (DW X 5 / 12)		
5. Uniform Allowance		
6. Overtime Pay		
Sub-Total		
AMOUNT PAID TO THE GOVERNMENT IN FAVOR OF THE GUARD:		
7. Retirement Benefit		
8. SSS Premium (Employer's share)		
9. Philhealth (Employer's share)		
10. State Insurance Fund		
11. Pag-ibig Fund		
Sub-Total		
TOTAL AMOUNT TO GUARD & GOVT.		
AGENCY FEE (based on RA 11917)		
VALUE-ADDED TAX (12%)		
MONTHLY CONTRACT RATE PER GUARD		
MONTHLY CONTRACT RATE X TOTAL NUMBER OF GUARDS		
No. of MONTHS	8	8
Total Contract for Eight (8) Months		

Amount in Words : _____

Name: _____

Legal Capacity: _____

Signature: _____

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

(shall be submitted with the Bid)

Name of Bidder _____

Project Identification: DSWD4B-2024-002

MYC Bansud, Oriental Mindoro

Place & Area of Deployment	<i>Bansud, Or. Mindoro</i>	<i>Bansud, , Or. Mindoro</i>
No. of Guards	THREE (3) GUARDS	TWO (2) GUARDS
No. of Days per Week	7 DAYS/WK	7 DAYS/WK
No. of Hours per Day per Guard	12 HRS/DAY	12 HRS/DAY
No. of Shifts per Day	Day Shift	Night Shift
DAILY WAGE (DW)		
EQUIVALENT NO. OF DAYS PER YEAR (EDPY)	395	395
AMOUNT PAID DIRECTLY TO THE GUARD:		
1. Average Pay Per Month (DW X EDPY) / 12		
2. Night Differential Pay		
3. 13th Month Pay (DW X 365) / 12 / 12		
4. 5 Days Incentive Leave (DW X 5 / 12)		
5. Uniform Allowance		
6. Overtime Pay		
Sub-Total		
AMOUNT PAID TO THE GOVERNMENT IN FAVOR OF THE GUARD:		
7. Retirement Benefit		
8. SSS Premium (Employer's share)		
9. Philhealth (Employer's share)		
10. State Insurance Fund		
11. Pag-ibig Fund		
Sub-Total		
TOTAL AMOUNT TO GUARD & GOVT.		
AGENCY FEE (based on RA 11917)		
VALUE-ADDED TAX (12%)		
MONTHLY CONTRACT RATE PER GUARD		
MONTHLY CONTRACT RATE X TOTAL NUMBER OF GUARDS		
No. of MONTHS	8	8
Total Contract for Eight (8) Months		

Amount in Words : _____

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule
(shall be submitted with the Bid)

Name of Bidder _____

Project Identification: DSWD4B-2024-002

SWADT, Puerto Princesa City, Palawan

Place & Area of Deployment	<i>Puerto Princesa City, Palawan</i>	<i>Puerto Princesa City, Palawan</i>
No. of Guards	One (1) Guard	One (1) Guard
No. of Days per Week	7 DAYS/WK	7 DAYS/WK
No. of Hours per Day per Guard	12 HRS/DAY	12 HRS/DAY
No. of Shifts per Day	Day Shift	Night Shift
DAILY WAGE (DW)		
EQUIVALENT NO. OF DAYS PER YEAR (EDPY)	395	395
AMOUNT PAID DIRECTLY TO THE GUARD:		
1. Average Pay Per Month (DW X EDPY) / 12		
2. Night Differential Pay		
3. 13th Month Pay (DW X 365) / 12 / 12		
4. 5 Days Incentive Leave (DW X 5 / 12)		
5. Uniform Allowance		
6. Overtime Pay		
Sub-Total		
AMOUNT PAID TO THE GOVERNMENT IN FAVOR OF THE GUARD:		
7. Retirement Benefit		
8. SSS Premium (Employer's share)		
9. Philhealth (Employer's share)		
10. State Insurance Fund		
11. Pag-ibig Fund		
Sub-Total		
TOTAL AMOUNT TO GUARD & GOVT.		
AGENCY FEE (based on RA 11917)		
VALUE-ADDED TAX (12%)		
MONTHLY CONTRACT RATE PER GUARD		
MONTHLY CONTRACT RATE X TOTAL NUMBER OF GUARDS		
No. of MONTHS	8	8
Total Contract for Eight (8) Months		

Amount in Words : _____

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule
(shall be submitted with the Bid)

Name of Bidder _____

Project Identification: DSWD4B-2024-002

SWADT Oriental Mindoro

Place & Area of Deployment	<i>Calapan City, Oriental Mindoro</i>
No. of Guards	One (1) Guard
No. of Days per Week	7 DAYS/WK
No. of Hours per Day per Guard	12 HRS/DAY
No. of Shifts per Day	Day Shift
DAILY WAGE (DW)	
EQUIVALENT NO. OF DAYS PER YEAR (EDPY)	395
AMOUNT PAID DIRECTLY TO THE GUARD:	
1. Average Pay Per Month (DW X EDPY) / 12	
2. Night Differential Pay	
3. 13th Month Pay (DW X 365) / 12 / 12	
4. 5 Days Incentive Leave (DW X 5 / 12)	
5. Uniform Allowance	
6. Overtime Pay	
Sub-Total	
AMOUNT PAID TO THE GOVERNMENT IN FAVOR OF THE GUARD:	
7. Retirement Benefit	
8. SSS Premium (Employer's share)	
9. Philhealth (Employer's share)	
10. State Insurance Fund	
11. Pag-ibig Fund	
Sub-Total	
TOTAL AMOUNT TO GUARD & GOVT.	
AGENCY FEE (based on RA 11917)	
VALUE-ADDED TAX (12%)	
MONTHLY CONTRACT RATE PER GUARD	
MONTHLY CONTRACT RATE X TOTAL NUMBER OF GUARDS	
No. of MONTHS	8
Total Contract for Eight (8) Months	

Amount in Words : _____

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule
(shall be submitted with the Bid)

Name of Bidder _____

Project Identification: DSWD4B-2024-002

SWADT Romblon

Place & Area of Deployment	<i>Odiongan, Romblon</i>
No. of Guards	One (1) Guard
No. of Days per Week	7 DAYS/WK
No. of Hours per Day per Guard	12 HRS/DAY
No. of Shifts per Day	Day Shift
DAILY WAGE (DW)	
EQUIVALENT NO. OF DAYS PER YEAR (EDPY)	395
AMOUNT PAID DIRECTLY TO THE GUARD:	
1. Average Pay Per Month (DW X EDPY) / 12	
2. Night Differential Pay	
3. 13th Month Pay (DW X 365) / 12 / 12	
4. 5 Days Incentive Leave (DW X 5 / 12)	
5. Uniform Allowance	
6. Overtime Pay	
Sub-Total	
AMOUNT PAID TO THE GOVERNMENT IN FAVOR OF THE GUARD:	
7. Retirement Benefit	
8. SSS Premium (Employer's share)	
9. Philhealth (Employer's share)	
10. State Insurance Fund	
11. Pag-ibig Fund	
Sub-Total	
TOTAL AMOUNT TO GUARD & GOVT.	
AGENCY FEE (based on RA 11917)	
VALUE-ADDED TAX (12%)	
MONTHLY CONTRACT RATE PER GUARD	
MONTHLY CONTRACT RATE X TOTAL NUMBER OF GUARDS	
No. of MONTHS	8
Total Contract for Eight (8) Months	

Amount in Words : _____

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule
(shall be submitted with the Bid)

Name of Bidder _____

Project Identification: DSWD4B-2024-002

SWADT Marinduque

Place & Area of Deployment	<i>Boac, Marinduque</i>
No. of Guards	One (1) Guard
No. of Days per Week	<i>7 DAYS/WK</i>
No. of Hours per Day per Guard	<i>12 HRS/DAY</i>
No. of Shifts per Day	<i>Day Shift</i>
DAILY WAGE (DW)	
EQUIVALENT NO. OF DAYS PER YEAR (EDPY)	395
AMOUNT PAID DIRECTLY TO THE GUARD:	
1. Average Pay Per Month (DW X EDPY) / 12	
2. Night Differential Pay	
3. 13th Month Pay (DW X 365) / 12 / 12	
4. 5 Days Incentive Leave (DW X 5 / 12)	
5. Uniform Allowance	
6. Overtime Pay	
Sub-Total	
AMOUNT PAID TO THE GOVERNMENT IN FAVOR OF THE GUARD:	
7. Retirement Benefit	
8. SSS Premium (Employer's share)	
9. Philhealth (Employer's share)	
10. State Insurance Fund	
11. Pag-ibig Fund	
Sub-Total	
TOTAL AMOUNT TO GUARD & GOVT.	
AGENCY FEE (based on RA 11917)	
VALUE-ADDED TAX (12%)	
MONTHLY CONTRACT RATE PER GUARD	
MONTHLY CONTRACT RATE X TOTAL NUMBER OF GUARDS	
No. of MONTHS	8
Total Contract for eight (8) Months	

Amount in Words : _____

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule
(shall be submitted with the Bid)

Name of Bidder _____

Project Identification: DSWD4B-2024-002

SWADT Occidental Mindoro

Place & Area of Deployment	<i>San Jose, Occidental Mindoro</i>
No. of Guards	One (1) Guard
No. of Days per Week	7 DAYS/WK
No. of Hours per Day per Guard	12 HRS/DAY
No. of Shifts per Day	Day Shift
DAILY WAGE (DW)	
EQUIVALENT NO. OF DAYS PER YEAR (EDPY)	395
AMOUNT PAID DIRECTLY TO THE GUARD:	
1. Average Pay Per Month (DW X EDPY) / 12	
2. Night Differential Pay	
3. 13th Month Pay (DW X 365) / 12 / 12	
4. 5 Days Incentive Leave (DW X 5 / 12)	
5. Uniform Allowance	
6. Overtime Pay	
Sub-Total	
AMOUNT PAID TO THE GOVERNMENT IN FAVOR OF THE GUARD:	
7. Retirement Benefit	
8. SSS Premium (Employer's share)	
9. Philhealth (Employer's share)	
10. State Insurance Fund	
11. Pag-ibig Fund	
Sub-Total	
TOTAL AMOUNT TO GUARD & GOVT.	
AGENCY FEE (based on RA 11917)	
VALUE-ADDED TAX (12%)	
MONTHLY CONTRACT RATE PER GUARD	
MONTHLY CONTRACT RATE X TOTAL NUMBER OF GUARDS	
No. of MONTHS	8
Total Contract for eight (8) Months	

Amount in Words : _____

Name: _____

Legal Capacity: _____

Signature: _____

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Securing Declaration Form
[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

Jurat

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

Contract Agreement Form for the Procurement of Goods (Revised)

*[Not required to be submitted with the Bid, but it shall be submitted within ten
(10) days after receiving the Notice of Award]*

CONTRACT AGREEMENT

THIS AGREEMENT made this _____ 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.
 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]

Acknowledgment

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

