



**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
BIODIVERSITY MANAGEMENT BUREAU**

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# **BIDDING DOCUMENTS**

## **PROCUREMENT OF SECURITY SERVICES FOR BIODIVERSITY MANAGEMENT BUREAU FOR CY2022**

**ABC: P11,401,053.37**

**BIDS AND AWARDS  
COMMITTEE**

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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***



Republic of the Philippines  
Department of Environment and Natural Resources  
BIODIVERSITY MANAGEMENT BUREAU

Ninoy Aquino Parks and Wildlife Center  
Quezon Avenue, Diliman, Quezon City

Tel. Nos.: (632) 924-6031 to 35 Fax: (632) 924-0109, (632) 920-4417  
Website: <http://www.bmb.gov.ph> E-mail: [bmb@bmb.gov.ph](mailto:bmb@bmb.gov.ph)



## INVITATION TO BID

No. 2021-020

### PROCUREMENT OF SECURITY SERVICES FOR BIODIVERSITY MANAGEMENT BUREAU FOR CY 2022

1. The *Biodiversity Management Bureau*, through the *Government of the Philippines (GOP) FY 2022 General Appropriations Act (GAA)* intends to apply the sum of *Eleven Million Four Hundred One Thousand Fifty Three Pesos and Thirty Seven Centavos (Php11,401,053.37)* being the Approved Budget for the Contract (ABC) to payment under the contract for the *"Procurement of Security Services for Biodiversity Management Bureau for CY 2022."* Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Biodiversity Management Bureau now invites bids for the *Procurement of Security Services for Biodiversity Management Bureau for CY 2022*. Delivery of the Services is required within *Twelve (12) months*. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in *Section II. Instructions to Bidders*.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *"PASS/FAIL"* criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

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 5183.

4. Interested bidders may obtain further information from the *BMB-BAC Secretariat* and inspect the Bidding Documents at the address given below during office hours 8:00 am to 5:00 pm Mondays-Fridays, excluding holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting *November 03, 2021* from the address below and upon payment of the applicable fee for the Bidding Documents in the amount of *Twenty Five Thousand Pesos (Php25,000.00)*.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (Phil-GEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding





Documents not later than the submission of their bids.

6. The Biodiversity Management Bureau will hold a Pre-Bid Conference on **November 11, 2021, 2:00 P.M. at the BMB Training Center, Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the address below on or **before 1:00 P.M. on November 23, 2021**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **Clause 18** of the Invitation to Bid.

Bid opening shall be on **November 23, 2021, 2:00 P.M. at the BMB Conference Room, Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.


8. The Procuring Entity's address is:

***Biodiversity Management Bureau  
Ninoy Aquino Parks and Wildlife Center  
Quezon Avenue, Diliman, Quezon City***

9. The ***Biodiversity Management Bureau*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its 2016 revised IRR, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

***The Head, Bids and Awards Committee Secretariat  
Biodiversity Management Bureau  
Ninoy Aquino Parks and Wildlife Center  
Quezon Avenue, Diliman, Quezon City  
Telephone No. 8924-6031 local 221***

Approved for Posting:

  
**NANCY R. CORPUZ**  
Chairperson, BAC



## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *Biodiversity Management Bureau*, wishes to receive Bids for the Procurement Project “*Procurement of Security Services for Biodiversity Management Bureau for CY 2022*” with Project Identification number *IB No. 2021-020*.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

1. The *Government of the Philippines (GOP)* through the source of funding as indicated below for FY 2020 in the amount of *P11,401,053.37*.
2. The source of funding is:

**NGA, the General Appropriations Act or Special Appropriations.**

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

5.2. Foreign ownership 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 **IB** Clause 18.

## 7. Subcontracts

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on ***November 11, 2021, 2:00 P.M. at the BMB Training Center, Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City.***

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

10.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2 The Bidder's SLCC as indicated in **IB** Clause 5.3 should have been completed within the last five (5) years prior to the deadline for the submission and

receipt of bids.

- 10.3 If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

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

- i. Unless otherwise stated in the Bid Data Sheet (**BDS**), the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

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

13.2 Payment of the contract price shall be made in:

- a. **Philippine Peso.**

### **14. Bid Security**

14.1 The Bidder shall submit a Bid Securing Declaration 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**.

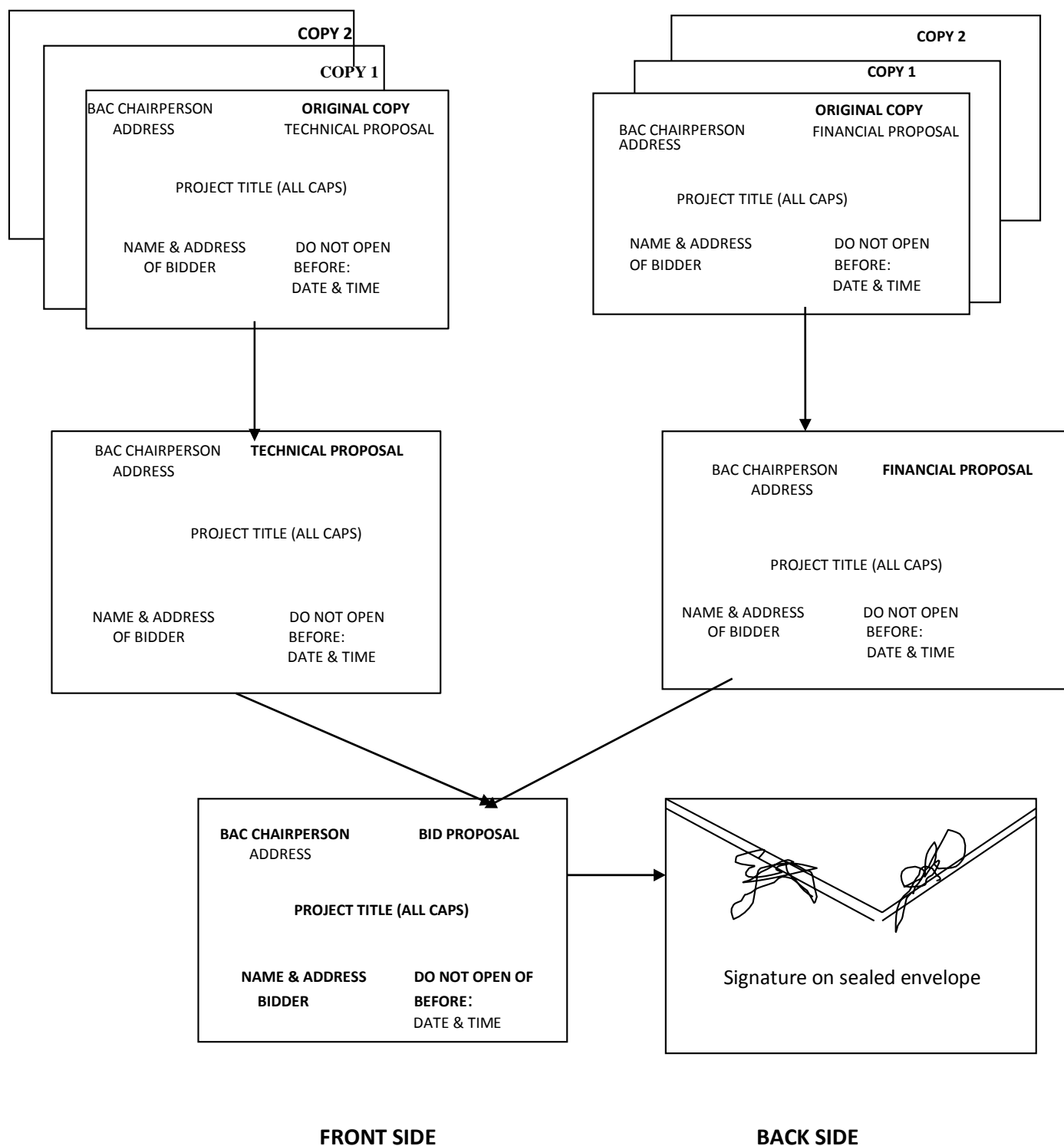
14.2 The Bid and bid security shall be valid within 120 calendar days after the bid opening date. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

Each Bidder shall submit one (1) original copy of the first and second components of its Bid and two (2) additional sets of photocopies. Bid Proposals must be duly labeled, sealed and signed by the authorized signatory of the company.

Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

## SEALING and MARKINGS of BID ENVELOPES



NOTE : 1. ALL ENVELOPES (ORIGINAL COPY, COPY NO.1 AND COPY NO. 2 ) MUST BE PROPERLY LABELED, SEALED AND SIGNED INCLUDING THE MOTHER ENVELOPE

2. ALL SUBMITTED DOCUMENTS MUST BE SIGNED BY THE BIDDER'S AUTHORIZED SIGNATORY

3. INDEX TABS/EAR TAGS MUST BE PROVIDED FOR EASY REFERENCE/SCANNING.



## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

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

- 19.2 If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **IB** Clause 15 shall be submitted for each lot or item separately.

- 19.3 The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4 The Project shall be awarded as follows:

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

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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

### ***Section III. Bid Data Sheet***

## Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be  <i>Procurement of Security Services</i>
7.1	<i>Sub-contracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP [ <i>BIODIVERSITY MANAGEMENT BUREAU</i> ] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a <b>Bid Securing Declaration</b> , or any of the following forms and amounts:
	(a) The amount of not less than <b><i>P228,021.06</i></b> <i>two percent (2%) of ABC</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	(b) The amount of not less than <b><i>P570,052.66</i></b> <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.
19.3	<i>The project is composed of one (1) lot.</i>
20.2	<i>No further instructions.</i>
21.2	<i>Not Applicable</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 *{[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**

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	<i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i>
	<b>Delivery and Documents –</b>
	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:
	<i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract is for <b>Ninoy Aquino Parks and Wildlife Center</b> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Ms. Melody Ann L. Malano</b> from <b>Ninoy Aquino Parks and Wildlife Center</b> .
	<b>Incidental Services –</b>
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	<i>Select appropriate requirements and delete the rest.</i>
	<ul style="list-style-type: none"> <li>a) Coverage of incidental expenses in relation to the performance of duties of security personnel;</li> <li>b) Trainings and capacity development of security personnel</li> </ul>
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
2.2	The terms of payment shall be on a monthly basis.

## ***Section VI. Schedule of Requirements***

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
	<b><i>PROCUREMENT OF SECURITY SERVICES FOR BIODIVERSITY MANAGEMENT BUREAU FOR CY 2022</i></b> <i>8 hrs./day /shift (6:00am-2:00pm)</i> <i>8 hrs./day shift (2:00pm-10:00pm)</i> <i>7 hrs./night shift (10:00pm-6:00am)</i> <i>12 hrs./day shift (6:00am-6:00pm)</i> <i>12 hrs./night shift (6:00pm-6:00am)</i>	 <i>10 guards</i> <i>10 guards</i> <i>10 guards</i> <i>1 guard</i> <i>1 guard</i>		 <i>Twelve (12) months upon receipt of the copy of Notice to Proceed</i>

## ***Section VII. Technical Specifications***

## Technical Specifications

<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>		
<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
	<p>PROCUREMENT OF SECURITY SERVICES FOR BIODIVERSITY MANAGEMENT BUREAU FOR CY 2022</p> <p>10 guards -8 hrs./day /shift (6:00am-2:00pm)</p> <p>10 guards- 8 hrs./day shift (2:00pm-10:00pm)</p> <p>10 guards -8hrs./night shift (10:00pm-6:00am)</p> <p>1 guard- 12 hrs./day shift (6:00am-6:00pm)</p> <p>1 guard- 12 hrs./night shift (6:00pm-6:00am)</p>	
	<p>The purpose of the assignment is to appoint a Service Provider to supply security staff to render physical security services <i>within the perimeter</i> of the Ninoy Aquino Parks and Wildlife Center (NAPWC) on contract for a period of twelve (12) months from 01 January 2022 to 31 December 2022.</p> <p style="padding-left: 40px;">The areas requiring Security are as follows:</p> <ol style="list-style-type: none"> <li>a. Gate 1 Quezon Avenue area</li> <li>b. Gate 2 North Avenue</li> <li>c. BMB Institutional Offices (such as the Office of the Director, National Wildlife Rescue Center)</li> <li>d. NAPWC Protected Area Management Office</li> <li>e. BMB Training Center</li> <li>f. NAPWC Grounds</li> </ol>	



	<p>The Terms of Reference (TOR) for the services of thirty-two (32) security guards (including Detachment Commander) have the following scope of obligations/ responsibilities:</p> <ol style="list-style-type: none"> <li>1. There shall be no employer-employee relationship between BMB and the security guards and other personnel employed by the Security Agency.</li> <li>2. Qualification of Prospective Bidders in addition to the minimum qualification set by RA 9184: <ol style="list-style-type: none"> <li>2.1. At least five (5) years of experience in providing security services as shown by either a PADPAO certificate of membership or PNP license to operate preceding five (5) years; and,</li> <li>2.2. Must submit Retirement Plan to its Security Personnel employees pursuant to DOLE Department Order No. 150-16, Series of 2016.</li> </ol> </li> <li>3. Obligations of the winning Security Agency hereafter referred to as the "Agency". <ol style="list-style-type: none"> <li>3.1. Provide, assign, designate, supervise and control the thirty-two (32) security guard <i>within the 23.85-hectare perimeter</i> of NAPWC in contract for a period of twelve (12) months from 01 January 2022 to 31 December 2022;</li> <li>3.2. Submit Curriculum Vitae and work experience in security operations of Detachment Commander and Shifts-in-charge to enable DENR-BMB to determine if they satisfy the requirements. The Detachment Commander must have Management Training Course or other relevant trainings;</li> <li>3.3. Submit security plans within the perimeter of the NAPWC;</li> <li>3.4. Submit regular monthly and annual report of operations to the Park Operations Superintendent of the NAPWC;</li> <li>3.5. Rotate, reassign, suspend, terminate or impose disciplinary measures on erring security personnel based on the validated complaints submitted and upon written request of the BMB Director;</li> <li>3.6. Notify at least one (1) week before any replacement/ improvement/ termination of assigned security guard (s) unless for justifiable or legal cause/s, which requires a submission of a report of the action taken at least one (1) day after the incident;</li> <li>3.7. Hold BMB free from any liability arising from any claims of the security guards and other personnel employed by the Security Agency for benefits under the Labor Code of the Philippines;</li> </ol> </li> </ol>	
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	<p>3.8. Show evidence of actual payment made to their employees or any increase in wage, social security contributions, or any similar payments as may be imposed by law or competent authority;</p> <p>3.9. Ensure the payment of wages on a regular schedule every 15<sup>th</sup> and 30<sup>th</sup> of each month and other benefits in accordance with the existing wage law and provisions of the Labor Code and their implementing rules and regulations;</p> <p>3.10. Submit proof of compliance with legal requirements on the payment of salaries, remittances and taxes as a pre-requisite for payment on or before the 5<sup>th</sup> day of the succeeding month, such as but not limited to the following:</p> <p>3.10.1. Billing Statement/Invoice</p> <p>3.10.2. Daily Time Record(Summary and Individual Time Card)</p> <p>3.10.3. Proof of actual payment (Payroll: Salary and Benefits)</p> <p>3.11. Ensure that the security guards to be deployed are fully covered by medical and risk insurance at the Agency's own cost;</p> <p>3.12. To indemnify the BMB of any loss, damage and expenses to property that it may suffer due to failure of the assigned security guards to perform the duties required;</p> <p>3.13. Submit a report to the NAPWC Parks Operation Superintendent, within forty-eight (48) hours from the time of the discovery, or any loss or damage to DENR-BMB property/ies;</p> <p>3.14. Conduct investigations and submit incident reports on unusual occurrences within forty-eight (48) hours from the time of the discovery;</p> <p>3.15. Free BMB from any liability arising from acts of its security guards which caused damage of whatever type to BMB employees and properties or to any third party and their properties;</p> <p>3.16. Maintain peace and order at all times, prevent the unauthorized intrusion, prohibit dumping of garbage, forbid vandalism on NAPWC premises; and ensure that the persons and properties of the BMB are secured in times of rallies, mass actions and other gatherings;</p> <p>3.17. Fulfill other security-related tasks as may be assigned by the BMB Director;</p> <p>3.18. Abide by the rules and regulations being implemented by the BMB and the NAPWC as a classified National Park; and</p>	
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		Mirror (vehicle inspection)	2 units		
		Luminous Traffic Vest with Hand Gloves	6 units		
		Side Arms (at least 9mm/0.38 calibre) with ammo (Active Shift)	11 units		
		CCTV (Closed Circuit Television Video) with multi-camera and CD ROMs with archiving and storing capabilities to be installed at the entrance gate 1 and 2	2 units		
		Desktop PC with printer	1 unit		
		Safety Helmet with Face Shield	11 units		
		Rechargeable Spotlight	11 units		
		Handcuffs	11 units		
		First Aid Kit	11 units		
		Night stick	11 units		
		Whistle	32 units		
		Flash light, heavy duty	11 units		
		Vault for Depository of Firearms	1 unit		
		Raincoat - Reflectorized for safety	32 units		
		Boots	32 units		
		Umbrella	11 units		
		Digital Camera	1 unit		
		Megaphone	1 unit		
		Face Masks	1 box per 2 months/person		
		Face Shields	1 per person		
		Shotgun	1 unit		
		Prescribed Uniform	1 set/person on duty		
6. Deployment of Security Guard					
SECURITY POST	1 <sup>st</sup> Shift (6:00am-2:00pm)	2 <sup>nd</sup> Shift (2:00pm-10:00pm)	3 <sup>rd</sup> Shift (10:00pm – 6:00am)	1 <sup>st</sup> Shift 12hrs./day shift (6:00am-6:00pm)	2 <sup>nd</sup> Shift/12 hrs./night shift (6:00pm-6:00am)

BMB Offices and NAPWC Grounds and Premises	10	10	10	1	1
<p>7. Additional Documentary Requirement for post qualification purposes:</p> <p>7.1. Licenses/Clearance, such as but not limited to:</p> <p>7.1.1. PNP License to Operate</p> <p>7.1.2. Certificate of Good Standing issued by PADPAO in CY 2020</p> <p>7.1.3. NTC Certificate of Registration (for telecom equipment)</p> <p>7.1.4. Current and valid Firearms License</p> <p>7.2. Certification from Agency that the Equipment, Supplies and Materials stated in item 5 are available;</p> <p>7.3. Certification that the Agency can provide the manpower requirements as per schedule of deployment of Security Guards stated in item 6 of this TOR;</p> <p>7.4. Company Profile and track record for the past five (5) years highlighting the following information:</p> <p>7.4.1. Year established and number of years in the services;</p> <p>7.4.2. License to Operate Number;</p> <p>7.4.3. Name of satisfied clients;</p> <p>7.4.4. Number of years of serving each client;</p> <p>7.4.5. Number of security guards deployed in each client; and</p> <p>7.4.6. Area covered by contract in square meters as well as the corresponding description (office, factory, warehouse, hospital, bank etc..)</p> <p>7.5. Security Plan including Investigation and Reporting Procedures consistent with item 3 of this TOR;</p> <p>7.6. Continuing manpower development plan to enhance capability and upgrade skills of security guards, presenting training certificates such as but not limited to proper handling or urban disturbances like rallies, pickets and mass actions;</p> <p>7.7. Certification of minimum qualifications of personnel stated in individual profiles including but not limited to the following:</p> <p>7.7.1. Duly licensed security guards</p> <p>7.7.2. At least two (2) years tertiary education</p> <p>7.7.3. Ages 21 to 55 except for the Detachment Commander</p>					

	<p>7.7.4. Two (2) years supervisory experience for supervisor of all guards</p> <p>7.7.5. At least 5'5" (male) or 5'0" (female) in height</p> <p>7.7.6. Such other qualifications as BMB may deem necessary in the course of the implementation of the contract</p> <p>7.7.6.1. Maximum of 4 females</p> <p>7.8. List of commendations or certificates of appreciation received, if any;</p> <p>7.9. Certification/List of free services, supplies or equipment willing to be offered for free in addition to the minimum requirements set in the TOR, if any;</p> <p>7.10. Statement of special gadget/equipment to be installed for free in addition to the minimum requirements set in the TOR, if any; and,</p> <p>7.11. Energy and Resource conservation measures or plans, such as but not limited to:</p> <p>7.11.1. Regular and Periodic check-up of the building and utilities (e.g. Lights, air condition and water) to avoid wastage and other circumstances;</p> <p>7.11.2. Implement the "No Idling of vehicles" policy within the NAPWC Compound; and,</p> <p>7.11.3. Reporting of leakages and wastage.</p>	
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We hereby certify to comply with all of the above Technical Specifications.

\_\_\_\_\_  
Name of Bidder:

\_\_\_\_\_  
Printed Name, Position and Signature of  
Bidder's Authorized Representative

\_\_\_\_\_  
Date:



## ***Section VIII. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
- b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; and
- c) Y2021 Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
- d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (a) 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
- (b) 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; an
- (c) 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

- (d) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and

- (e) 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;  
**and**
- (f) Security Plan Survey identifying the critical areas and threats with recommendations; **and**
- (g) Affidavit of Undertaking (duly notarized) stating among others the Owner/ General Manager of the company, the signing official, Financial Capability to pay wages and other benefits of its employees, and agency shall not suspend operation in case of delayed payment by BMB; **and**
- (h) Additional Set of Technical of Technical Parameters
  - h.1 Stability
    - a. Years of Experience
    - b. Liquidity of the Contractor
    - c. Organizational Set-up
  - h.2 Resources
    - a. No. of Licensed Firearms
    - b. No. and Kind of Communication Devices
    - c. No. and Kind of Motor Powered Vehicles
    - e. No. of Licensed Guards
  - h.3 Other Factors
    - a. Recruitment and Selection Criteria
    - b. Completeness of Uniforms and Other Paraphernalia
- (i) 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**
- (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**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s); **and**
- (c) Detailed Monthly Cost Breakdown per Guard: **and**
- (d) Proposed Equipment, Supplies and Materials

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**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

**BID FORM**

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address 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 Calculated Bid or any Bid you may receive.

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**SECURITY SERVICES CY 2022  
COST BREAKDOWN**

<b>Days worked/week: 7 days</b>	<b>10 GUARDS 06:00H- 1400H</b>	<b>10 GUARDS 1400H- 2200H</b>	<b>10 GUARDS 2200H- 0600H</b>	<b>1 GUARD 0600H- 1800H</b>	<b>1 GUARD 1800H- 06:00H</b>
<b>PARTICULAR</b>					
New Daily Wage					
Average Pay/Month					
Night Differential Pay					
13th Month Pay					
5 days Incentive Pay					
Uniform Allowance (R.A. 5487)					
Overtime Pay					
AMOUNT TO GOV'T. IN FAVOR OF GUARD					
Retirement Benefit					
SSS Premium					
SSS Mandatory Provident Fund					
Philhealth Contribution					
State Insurance Fund					
Pag-ibig Fund					
A TOTAL AMOUNT TO GUARD AND GOVERNMENT					
B AGENCY FEE					
Administrative Overhead and Margin					
C VALUE ADDED TAX					
MINIMUM CONTRACT RATE					
TOTAL AMOUNT PER GUARD PER MONTH					
TOTAL FOR 12 MONTHS					

**TOTAL AMOUNT OF BID:**\_\_\_\_\_

**Amount in Words:** \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
(SIGNATURE OVER PRINTED NAME)

\_\_\_\_\_  
COMPANY NAME



## PROPOSED EQUIPMENT AND SUPPLIES FOR BMB SECURITY SERVICES CY 2022

<b>PARTICULARS</b>	<b>Quantity</b>	<b>Remarks</b>
Base Radio		
Handheld Radio		
Motorcycle		
Non-motorized Emergency Response Vehicle		
Bicycles		
Mirror (vehicle inspection)		
Side Arms (at least 9mm/32 calibre) with ammo (Active Shift)		
CCTV (Closed Circuit Television Video) with multi-camera and CD ROMs with archiving and storing capabilities to be installed at the entrance gate 1 and 2		
Desktop PC with printer		
Safety Helmet with Face Shield		
Rechargeable Spotlight		
Handcuffs		
First Aid Kit		
Night stick		
Whistle		
Flash light, heavy duty		
Siren		
Vault for Depository of Firearms		
Raincoat		
Boots		
Umbrella		
Digital Camera		
Mega Phone		
Face Masks		
Face Shields		
Shotgun		
Prescribed Uniform		
Other Equipment (if applicable)		

\_\_\_\_\_  
NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
COMPANY NAME

## 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 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.
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 Signatory's Legal Capacity]*

for:  
*[Insert Procuring Entity]*

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*

for:  
*[Insert Name of Supplier]*

### **Acknowledgment**

*[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 **Error! Reference source not found.** 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]*

## 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

**[Iurat]**

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

**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 Single Largest Completed Contract**  
**Which is Similar in Nature**  
(indicate only one)

Business Name : \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Client	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) or Sales Invoice Issued for the Contract

Submitted by: \_\_\_\_\_  
(Printed Name and Signature)

Designation: \_\_\_\_\_

Date: \_\_\_\_\_



***Statement of all Ongoing Government and Private Contracts Including  
Contracts Awarded but not yet Started***

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

<b>Name of Client</b>	<b>Date of the Contract</b>	<b>Kinds of Goods</b>	<b>Value of Outstanding Contracts</b>	<b>Date of Delivery</b>
<b><u>Government</u></b>				
<b><u>Private</u></b>				

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**Instructions:**

- i. Statement of all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidden within the last five (5) years prior to the deadline for the submission and receipt of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state non-equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

## **Bid Securing Declaration Form**

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

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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

**[[urat]**

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

## NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM

- A.** 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 its duly accredited and authorized institution, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of submission.<sup>1</sup>

Year 20		
1.	Current Assets	
2.	Current Liabilities	
3.	Total Net Worth	
4.	Total Value of outstanding or ongoing Projects	

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

In case of a bid involving two or more lots, the bidder shall indicate in the NFCC from the lots bid for, in their order of priorities or preferences.

The first lot in the order shall follow the following formula:

NFCC = [(current assets minus current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started.]

For subsequent lots, the formula shall be as follows:

NFCC = [(current assets minus current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started + value of the prior lot or lots bid for]

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<sup>1</sup> In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the local lead partner, unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this projection which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.

This is to certify that the aforementioned NFCC computation is sufficient for the lot being bid for:  
Submitted by:

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Name of Supplier /Distributor/ Manufacturer

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Name of Authorized Representative