# **Negotiated Procurement After Two Failed Biddings**

# PROCUREMENT OF SECURITY SERVICES FOR THE PHILIPPINE STATISTICS AUTHORITY-X (PSA-X) FIELD OFFICES

Government of the Republic of the Philippines

PHILIPPINE STATISTICS AUTHORITY Regional Statistical Services Office X

**RFQ NO. 034** 



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# Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

## Section I. Invitation to Bid

#### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



#### Invitation to Participate in the Negotiated Procurement After Two Failed Biddings of the Procurement of Security Services for the Philippine Statistics Authority-X (PSA-X) Field Offices

#### **RFQ NO. 034**

1. The *Philippine Statistics Authority – Regional Statistical Services Office X*, through the *Government Appropriations Act FY 2025* intends to apply the various amounts as stated in the following table being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

LOT	DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (ABC)
1	Security Services for the Regional Statistical Services Office X (Cagayan de Oro City)	One Million Three Hundred Fifty-Four Thousand Sixty-Five Pesos and 23/100 Only
	01 April 2025 to 31 December 2025	(PhP1,354,065.23)
2	Security Services for the Province of Bukidnon (Malaybalay City) 01 April 2025 to 31 December 2025	Six Hundred Seventy-Eight Thousand Six Hundred Thirteen Pesos and 32/100 Only (PhP678,613.32)
3	Security Services for the Camiguin (Mambajao)  01 April 2025 to 31 December 2025	Six Hundred Fifty-Eight Thousand Two Hundred Seventy- Nine Pesos and 37/100 Only (PhP658,279.37)
4	Security Services for the Province of Lanao del Norte (Iligan City)  01 April 2025 to 31 December 2025	Six Hundred Seventy-Five Thousand Four Hundred Fifty- One Pesos and 90/100 Only (PhP675,451.90)
5	Security Services for the Province of Misamis Occidental (Ozamiz City)	Six Hundred Seventy Thousand One Hundred Seventy-Two Pesos and 23/100 Only
	01 April 2025 to 31 December 2025	(PhP670,172.23)

6	Security Services for the Province of Misamis Oriental (Cagayan de Oro City)	Six Hundred Seventy-Eight Thousand Six Hundred Thirteen Pesos and 32/100 Only
	01 April 2025 to 31 December 2025	(PhP678,613.32)
Sum of ABC of all Lots		Four Million Seven Hundred Fifteen Thousand One Hundred Ninety-Five Pesos and 38/100 Only (PhP4,715,195.38)

- 2. The *PSA RSSO X* now invites bids for the above Procurement Project. Delivery of the services is required as indicated in Section VI Schedule of Requirements. 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. The Procurement procedure for this requirement is Negotiated Procurement for Two Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

- 4. Prospective Bidders may obtain further information from *PSA-RSSO X* and inspect the Bidding Documents at the address given below from Monday-Friday at 8:00 AM 5:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on *14 March 2025* from the given address and website(s) below:

Limketkai Module-2 BPO and Cyberpark Bldg. Rosario Crescent, Limketkai Center Brgy 31, Cagayan de Oro City http://rsso10.psa.gov.ph/procurement The Bidding Documents can also be downloaded from PSA-X website at https://rsso10.psa.gov.ph/procurement.

- 6. The PSA-RSSO X will hold a Negotiation Meeting through a hybrid set-up on 19 March 2025, 1:30PM via meet.google.com/smj-aeuq-wrb at the PSA-RSSO X Conference Room of the above-mentioned address. The PSA-RSSO X can accommodate a maximum of **two** representatives per prospect bidder to participate.
- 7. Bids must be duly received by the **BAC Secretariat** through manual submission at the office address indicated above on or before *21 March 2025*, *12 noon*. Late bids shall not be accepted.

- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on 21 March 2025, 1:30PM at the above-mentioned address.
- 10. The *PSA-RSSO X* 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:

Ms. Genelyn B. Laspobres
Head, Secretariat
Regional Office Bids and Awards Committee
PSA-Regional Statistical Services Office X
Limketkai Module-2 BPO & Cyberpark Building,
Rosario Crescent, Brgy 31, Cagayan de Oro City
Telephone Number: (088) 291-1672

Telephone Number: (088) 291-10 Mobile Number: 09178219152

Email address: <a href="mailto:rsso10bac@psa.gov.ph">rsso10bac@psa.gov.ph</a>
Website: <a href="mailto:http://rsso10.psa.gov.ph">http://rsso10.psa.gov.ph</a>

12. You may visit <a href="http://rsso10.psa.gov.ph/procurement">http://rsso10.psa.gov.ph/procurement</a> to download the Bidding Documents.

14 March 2025

JOSE B. TUASON, JR. CPA

Chairperson, Regional Office Bids and Awards Committee

# 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, *Philippine Statistics Authority - Regional Statistical Services Office X*, wishes to receive Bids for the *Procurement of Security Services for FY 2025*, with identification number *PB No. 2025-01*.

The Procurement Project (referred to herein as "Project") is composed of six (6) lots, 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* 2025 in the amount of *Four Million Seven Hundred Fifteen Thousand One Hundred Ninety-Five Pesos and* 38/100 Only (Php4,715,195.38).
- 2.2. The source of funding is the 2025 Government 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 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 **subcontracting** is **not** allowed.

#### 8. Negotiation Meeting

The Procuring Entity will hold a Negotiation Meeting 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 in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in the **BDS.**

#### 13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by

the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

- 13.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *17 June 2025*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

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

#### 17. Domestic Preference

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

#### 18. Detailed Evaluation and Comparison of Bids

- 18.1. 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.
- 18.2. The Project shall be awarded as follows:

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

18.3. 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.

#### 19. Signing of the Contract

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

### Section III. Bid Data Sheet

#### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

Information that specifies and complements provisions of the ITB must be incorporated.

Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# **Bid Data Sheet**

ITB Clause			
5.3	For this purpose, contracts similar to the Project shall be:		
	a. C	ontract providing Security Services.	
		ompleted within three years prior to and receipt of bids.	the deadline for the submission
7.1	Subcontro	acting is not allowed.	
10.2	The SLCO March 20	C must have been completed within 025.	the period 21 March 2022 to 20
12	-	of the Goods shall be quoted DDP e International Commercial Terms (	
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a. if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;		
	Lot Description Bid Security in Pesos (2% of the ABC)		
	1	Security Services for the Regional Statistical Services Office X (Cagayan de Oro City)	Twenty-Seven Thousand Eighty- One Pesos and 30/100 Only (Php27,081.30)
	and 27/100		Hundred Seventy-Two Pesos
	3	Security Services for the Province of Camiguin (Mambajao)	Thirteen Thousand One Hundred Sixty-Five Pesos and 59/100
	4	Security Services for the Province of Lanao del Norte (Iligan City)	(PhP13,165.59)  Thirteen Thousand Five Hundred Nine Pesos and 04/100 (PhP13,509.04)

5	Security Services for the Province of Misamis Occidental (Ozamiz City)	Thirteen Thousand Four Hundred Three Pesos and 44/100
		(PhP13,403.44)
6	Security Services for the Province of Misamis Oriental (Cagayan de Oro City)	Thirteen Thousand Five Hundred Seventy-Two Pesos and 27/100
		(PhP13,572.27)

Or

b. if bid security is in Surety Bond.

Lot No.	Description	Bid Security in Pesos (5% of the ABC)
1	Security Services for the Regional Statistical Services Office X (Cagayan de Oro City)	Sixty-Seven Thousand Seven Hundred Three Pesos and 26/100 Onyl (PhP67,703.26)
2	Security Services for the Province of Bukidnon (Malaybalay City)	Thirty-Three Thousand Nine Hundred Thirty Pesos and 67/100 (PhP33,930.67)
3	Security Services for the Province of Camiguin (Mambajao)	Thirty-Two Thousand Nine Hundred Thirteen Pesos and 97/100 (PhP32,913.97)
4	Security Services for the Province of Lanao del Norte (Iligan City)	Thirty-Three Thousand Seven Hundred Seventy-Two Pesos and 60/100 (PhP33,772.60)
5	Security Services for the Province of Misamis Occidental (Ozamiz City)	Thirty-Three Thousand Five Hundred Eight Pesos and 61/100 (PhP33,508.61)
6	Security Services for the Province of Misamis Oriental (Cagayan de Oro City)	Thirty-Three Thousand Nine Hundred Thirty Pesos and 67/100 (PhP33,930.67)

15	Each Bidder shall submit one envelope containing two sub-envelopes bearing the original copies of the first and second components of its Bid. The sub-envelopes must also be duly marked "TECHNICAL COMPONENT" and "FINANCIAL COMPONENT".
19.3	Partial bid is allowed.

The following are the lots with its corresponding title, items, quantities and ABC:

Lot No.	Description	Quantity	ABC
1	Security Services for the Regional Statistical Services Office X (Cagayan de Oro City)		One Million Three Hundred Fifty-Four Thousand Sixty-Five Pesos and 23/100 Only (PhP1,354,065.23)
2	Security Services for the Province of Bukidnon (Malaybalay City)	2	Six Hundred Seventy- Eight Thousand Six Hundred Thirteen Pesos and 32/100 Only (PhP678,613.32)
3	Security Services for the Province of Camiguin (Mambajao)	2	Six Hundred Fifty-Eight Thousand Two Hundred Seventy-Nine Pesos and 37/100 Only (PhP658,279.37)
4	Security Services for the Province of Lanao del Norte (Iligan City)		Six Hundred Seventy-Five Thousand Four Hundred Fifty-One Pesos and 90/100 Only (PhP675,451.90)
5	Security Services for the Province of Misamis Occidental (Ozamiz City)	2	Six Hundred Seventy Thousand One Hundred Seventy-Two Pesos and 23/100 Only (PhP670,172.23)
6	Security Services for the Province of Misamis Oriental (Cagayan de Oro City)		Six Hundred Seventy- Eight Thousand Six Hundred Thirteen Pesos and 32/100 Only (PhP678,613.32)

	1
20.2	Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the <b>BDS</b> .  The following are the additional requirements during post-qualification process:
	The following are the additional requirements during post-qualification process.
1. Authenticated photocopy of valid/regular 2024 License to Operate PNP Security Agencies and Guards Supervision Division (SAGSD) R.A 5487 known as Private Security Agency Act.	
	2. Certification of the Firearms Long Regular Registration (LRR) with attached Monthly Disposition Report for the month of December 2024 indicating the
	list of the licensed guards, license number and expiry dates stamped received by the Philippine National Police Regional Civil Security Unit.
	3. DOLE X Certification of No Pending Case as of 20 March 2025.
	4. Certification under Oath that anyone of its security guards have no pending criminal case in the crime committed while on duty.
	5. Certification under Oath that the Agency should not have done any act of inimical to the interest of the PSA.
21.1	Contract shall be signed by the winning bidder within ten calendar days from receipt of the Notice of Award.

# Section IV. General Conditions of Contract

#### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

#### 1. Scope of Contract

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

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

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

#### 2. Performance Security

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

#### 3. Liability of the Supplier

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

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

## Section V. Special Conditions of Contract

#### **Notes on the Special Conditions of Contract**

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

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

Information that complements provisions of the GCC must be incorporated.

Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

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

# **Special Conditions of Contract**

GCC Clause	
1	Delivery and Documents –
	The delivery of services under the terms applicable to this Contract are to be made at the project sites of <i>PHILIPPINE STATISTICS AUTHORITY X Regional and Provincial Offices</i> , not to exceed (1) day from the exact time specified in the Notice to Proceed to the winning bidder.
	The Services to be provided under the Contract shall include the following Terms of Reference.
	Duties and Obligations of the Security Agency
	❖ Provide the required services through the provision of the
	required number of security personnel as defined in Section VI. Schedule of Requirements and the required services/scope of works defined in Section VII. Technical Specifications.
	❖ Should PSA be in need of the services of additional security
	guards, the AGENCY shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of the PSA.
	❖ Provide the PSA with qualified, physically and mentally fit,
	bonded and armed security guards with qualifications enumerated in Section VII. Technical Specifications.
	Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to the PSA-RSSO X before assumption of work.
	<ul> <li>Training, discipline and administration of the security guards</li> </ul>
	shall conform to <i>RA 11917</i> and the rules and regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP SOSIA). No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of the PSA regional and provincial offices, whether he/she is on-duty or off-duty; Likewise, smoking by any of the security guard is strictly

- prohibited within the premises of the guarded compound of the PSA regional and provincial offices, whether he/she is on-duty or off-duty.
- The AGENCY shall provide its security guards proper uniform and identification cards duly countersigned by the agency and PSA Representative.
- ❖ The AGENCY shall provide the security guards assigned to the PSA regional and provincial offices, at its own expense, with the necessary serviceable, dependable, firearms and ammunition, metal detectors.
- ❖ Be subject to the control and direction of the PSA in the accomplishment of the work or services herein specified. The AGENCY hereby warrants that it shall perform such work or services in such manner that will achieve the result desired by the PSA. The AGENCY shall conform to such rules and regulations that may be issued by the PSA for this purpose.
- ❖ The AGENCY shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the day or night to ensure that they are not committing any act prejudicial to the interest of the PSA-RSSO X. It shall monitor/supervise regularly their security guards by assigning supervisor/personnel (who is not one of the security guards) to check or evaluate the performance of the said security guards at least twice a month and to make a corresponding report duly received by PSA RSSO X.
- ❖ The AGENCY shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and upon notice or advice by the PSA-RSSO X.
- ❖ Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the AGENCY to the PSA-RSSO X within forty-eight (48) hours from its occurrence.
- ❖ It shall immediately make the necessary reports of any incident to PSA-X management and/or to other concerned authorities for purposes of police and other official investigations.

- ❖ Inform PSA in advance of an impending increase based on the new minimum wage law so as to allow the PSA to undertake the appropriate measures to address the same. The AGENCY shall pay the corresponding increase in the minimum wage of its security personnel subject to the reimbursement by the PSA.
- ❖ The AGENCY shall submit the copy of the Duty Detail Order (DDO) of the security guards assigned or posted in PSA, indicating therein the name of the guard, type of firearms issued, the duration of within which the guard is to render service.

#### • Duties and Obligations of the PSA

- ❖ For and in consideration of services rendered by the AGENCY, and subject to the security requirements of the PSA, the latter shall pay the AGENCY security guards pursuant to the latest Wage Order with the contract amount stated in the Notice of Award.
- The monthly payment of the contract price shall be made fifteen working days after the reference period upon complete submission of required documents according to the actual deployment of security personnel during the reference period. No request for increase in the contract price will be entertained by the PSA during the validity of the Contract, except as provided for under the section Consideration and Terms of Payment.
- ❖ In the event of an issuance of a new law, rule or regulation establishing a new minimum wage rate for workers, the PSA agrees to adjust the contract price accordingly as provided by the law or new wage order issued.

#### • Rights of the PSA

- ❖ The PSA reserves the right to effect changes in the assignment/deployment of security guards at any time during the Contract Period after written notice to the AGENCY. Likewise, PSA may increase or decrease the number of security guards as deemed necessary, provided that the ABC for the relevant year has not exceeded.
- ❖ The PSA reserves the right to increase, reduce or limit the scope of services for any reason, and in such event, there shall be a corresponding downward or upward adjustment in the consideration in such sum as may be agreed upon by the parties, provided that the resulting cost of said increase or decrease shall exceed the ABC.
- ❖ The PSA shall demand immediate replacement of any of the AGENCY guards whose deployment in the PSA, in the latter's

opinion, prejudicial to the PSA interest. The PSA may ban the AGENCY personnel from entering the premises of the PSA.

#### • Monitoring and Evaluation

- ❖ The AGENCY shall maintain a satisfactory level of performance throughout the term of the contract based on the following set of performance criteria, among others:
  - a) Quality of services delivered attentiveness and presence of mind of guards on duty and satisfactory customer service:
  - b) Time Management
  - c) Management and suitability of personnel;
  - d) Contract administration and management, including compliance to PSA instructions and policies; and
  - e) Provision of regular reports.

The PSA shall conduct a semestral review (first review: August 2024, second review: November 2024) using the above criteria which shall be the basis for the recommendation for the continuation or termination of the Contract.

#### • No employee-employer relationship

- ❖ It shall be understood that the AGENCY is an independent contractor, so that there is no employer-employee relationship between the PSA and the AGENCY or any of the latter's security personnel and such, PSA shall not be held responsible for any claim under pertinent labor laws and social legislation (SSS, Philhealth, etc).
- ❖ The AGENCY, as the employer of the security guards, agrees to comply with all the regulations including the National Internal Revenue Code, the Social Security Act, the Labor Code and the Medicare Act, as well as the requirements of the Philippine National Police requiring compulsory insurance coverage for the security guards under its employment. Any violation of these laws and existing minimum wage rates shall be a ground for the forfeiture of the Performance Bond. The PSA reserves the right to require the AGENCY to submit statement and proof of compliance with the above-mentioned regulations.

#### • Liquidated Damages

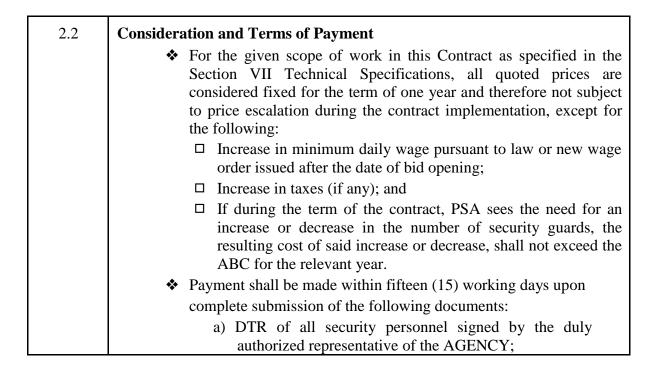
❖ The AGENCY shall be responsible for any damages or injury arising from illegal intrusion and other unlawful acts of stranger or unauthorized personnel. It shall likewise be responsible for the loss or damage of the property of the PSA, duly accounted for in writing and entrusted under their control, supervision and care by the PSA, which occurred during the tour of duty of the AGENCY security guards and made known to the AGENCY after the occurrence or discovery by the PSA of the loss or damage. Provided that the PSA and/or damage

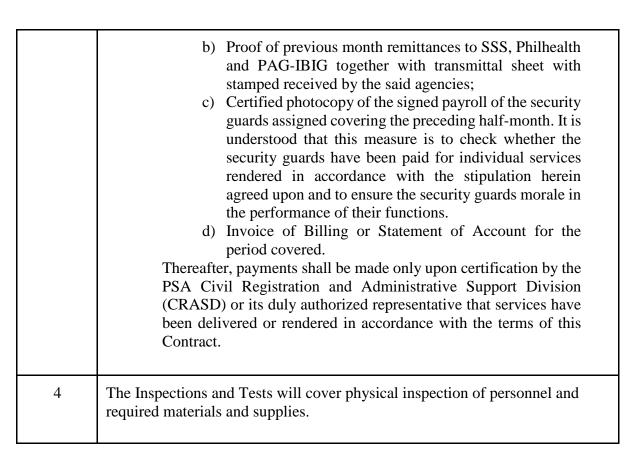
- after investigation and that the loss or damage is the result of the acts, negligence or fault of the guard without contributory negligence on the part of the PSA.
- ❖ If the investigation it has been established that the loss or damage is attributed solely to the act, omission, negligence or fault of the AGENCY security guards during their tour of duty, the AGENCY shall restore, indemnify or pay for such loss or damage within (15) days after written demand by the PSA. The PSA shall be authorized to deduct from the billing statement the amount of the lost or damaged property in case of failure to pay in accordance herewith.
- ❖ The AGENCY shall also be liable for liquidated damages, and not as penalty, in the amount of ten percent (10%) of the contract price in case it refuses or default in the performance of any of its obligations under this Contract. To recover said damages, the PSA shall not be required to prove that it has incurred actual damages. Payment of such damages shall not relieve the AGENCY of its other obligations under this Contract.
- ❖ The AGENCY shall not be liable when the loss or damage is due to "force majeure" or fortuitous event; nor for loss/damaged that occurred inside a closed room, structure, warehouse or building where the guards of the AGENCY are not assigned, not allowed inside, nor have access to, unless there are clear signs of forcible entry in an area within sight of the guard/s at their assigned posts. In the event that AGENCY is made to pay for such loss or damage, it shall be subrogated to the rights of the PSA against the party or parties responsible for such loss or damage.

#### • Termination of the Contract

- ❖ Prior to legal actions, the parties shall submit to mediation and arbitration. In case of failure of these above actions all legal action arising from this Agreement shall be filed in the City of Cagayan de Oro.
- ❖ Upon and simultaneous with the termination of this Agreement but immediately prior to the turnover of responsibilities from the AGENCY to the incoming security agency and/or the PSA, the latter shall issue in favor of the AGENCY and its guards, a certificate of clearance of any responsibilities and monetary liabilities except pending claims for losses and/or damages against the AGENCY, which may be indicated in the clearance. Failure or refusal of the PSA to issue this clearance within thirty (30) days from the termination of this Agreement in spite of the absence of any pending claim shall be equivalent

- to a clearance and shall free the AGENCY and its guards of any responsibilities to the PSA on account of this Agreement.
- ❖ The AGENCY shall guarantee the faithful compliance with all government regulations regarding the payment of their security guards of at least a minimum wage and compulsory contributions/deductions from the guards. Failure to submit certification/proof of payment of at least a minimum wage, SSS remittances and etc. shall be construed as a material breach of this Contract and ground for termination of the same.
- The security guards shall refrain from direct or indirect activities involving civil registry documents. The AGENCY guards caught facilitating civil registry documents shall be considered violations under this contract and shall be ground for termination of this contract.
- The failure of the PSA to insist upon the strict performance of any covenants, terms and conditions hereof shall not be deemed as a requirement or waiver of any right or remedies that it may have nor shall it be construed as a waiver of any subsequent breach or violation of the covenants under this Contract. No waiver of the PSA of any right shall be deemed to have been made under unless expressed in writing and signed by the PSA through its duly authorized representative.
- ❖ The *Terms of Reference* shall take effect according to the delivery schedule specified in Section VI Schedule of Requirements. Should the AGENCY fail to come up with the expectations of the PSA or for any other reason, either party may terminate this Agreement at any time before the expiry date stipulated, upon service of a written notice to the other party thirty (30) days prior to the intended termination.





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- ❖ The AGENCY warrants that the assigned security guards at PSA are duly licensed and that the guards have the required permits to carry and possess the same. Guarantee that all equipment required under this Contract shall remain in the PSA for the duration of the Contract. The AGENCY shall, at its own expense, pay for the cost of loss, repair and/or maintenance of its equipment.
- ❖ The AGENCY warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours duty in a day.
- ❖ The AGENCY warrants all personnel deployed in the PSA premises for the duration of the Contract are regular workers receiving the benefits mandated by law as per DOLE Department Order No. 150-16. At no given time shall trainees be deployed at PSA premises.
- ❖ The AGENCY warrants that it shall comply with its obligations as employer, that is, to submit its remittances of BIR withholding taxes paid, premiums (SSS, PAG-IBIG, Philhealth), wages/salaries, including overtime and other amounts as mandated by the law in favor of its employees assigned to the PSA. It shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies, shall be solely liable and answerable for claims, if any, that may be made by guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws. All and whatever benefits the said guards or

their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the AGENCY.

- ❖ The AGENCY guarantees the right of the PSA to inspect at all times the services rendered by the AGENCY security personnel with a view of determining the quality and acceptability of said services.
- ❖ The AGENCY warrants that it shall be liable for all loss and damage to the property of the PSA, its employees and third persons, and for personal injuries caused by the AGENCY personnel or attributable to their fault, negligence, omission and/or misbehavior.

# 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.

Lot	Description	Quantity	Place of Delivery / Period of Delivery
1 – RSSO X	Nine (9) months supply of security services for seven (7) days' work, rendering at least eight (8) hours duty daily, including Saturdays, Sundays and holidays	3	3 <sup>rd</sup> Floor Limketkai Module 2 BPO & Cyberpark Bldg, Rosario Crescent, Limketkai Center, Cagayan de Oro City, Misamis Oriental 9000
	Shifts Schedule: 6:00AM – 2:00PM (1) 2:00PM – 10:00PM (1) 10:00PM – 6:00AM (1)		April 1, 2025 to December 31, 2025
	Nine (9) months supply of security services for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays	2	Ground Floor Limketkai Module 2 BPO & Cyberpark Bldg, Rosario Crescent, Limketkai Center, Cagayan de Oro City, Misamis Oriental 9000
	Shifts Schedule: 7:00AM – 7:00PM (1) 7:00PM – 7:00AM (1)		April 1, 2025 to December 31, 2025
2 – BUKIDNON	Nine (9) months supply of security services for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays	2	2nd Floor Ramos Bldg., Purok 2, Landing, Barangay Casisang, Malaybalay City, Bukidnon 8700

3 – CAMIGUIN	Shifts Schedule:  7:00AM – 7:00PM (1)  7:00PM – 7:00AM (1)  Nine (9) months supply of security services for seven (7) days' work, rendering at least	2	April 1, 2025 to December 31, 2025  E&I Building, Purok 6, Yumbing, Mambajao, Camiguin Province 9100
	twelve (12) hours duty daily, including Saturdays, Sundays and holidays  Shifts Schedule:		April 1, 2025 to December
	6:00AM – 6:00PM (1) 6:00PM – 6:00AM (1)		31, 2025
4 – LANAO DEL NORTE	Nine (9) months supply of security services for seven (7) days' work, rendering at least eight (8) hours duty daily, including Saturdays, Sundays and holidays	3	Barnuevo Building, Badelles St. Extension, Pala-o, Iligan City, Lanao del Norte 9200
	Shifts Schedule: 6:00AM – 2:00PM (1) 2:00PM – 10:00PM (1) 10:00PM – 6:00AM (1)		April 1, 2025 to December 31, 2025
5 – MISAMIS OCCIDENTAL	Nine (9) months supply of security services for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays	2	G/F Gaisano Southwing, Port Road, Ozamis City, Misamis Occidental 7200
	Shifts Schedule:		April 1, 2025 to December 31, 2025
	7:30AM – 7:30PM (2)		

6 – MISAMIS ORIENTAL	Nine (9) months supply of security services for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays	2	3 <sup>rd</sup> Floor Limketkai Module 2 BPO & Cyberpark Bldg, Rosario Crescent, Limketkai Center, Cagayan de Oro City, Misamis Oriental 9000
	Shifts Schedule: 7:00AM – 7:00PM (1) 7:00PM – 7:00AM (1)		April 1, 2025 to December 31, 2025

The number of guards may be increased or decreased as the need arises upon mutual agreement by the PSA-RSSO X and AGENCY.

## Section VII. Technical Specifications

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to

a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

### **Technical Specifications**

### (SUPPORTED WITH THE SUBMISSION OF COMPANY PROFILE)

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	Statement of Compliance	Remarks (if any)
1	STABILITY		
	a. Years of Experience		
	at least five (5) years' experience in front line security service		
	Has provided security services to at least three government or financial institution for the past five years		
	With at least 50 security personnel		
	b. Liquidity of the Contractor:		
	At least PhP500,000.00		
	(Current Assets minus stocks minus current liabilities based on latest Balance Sheet as of December 31,2023)		
	Submission of Audited Financial Statement is a requirement.		
	c. Organizational Set-up:		
	Organizational capability of the security agency shall be based on its compliance with Appendix A (Organizational Structure of Private Security Agencies) of RA 5487		
	Company Profile must present the Organizational Chart showing all key personnel and the Board of Directors (for Companies).		

	1	T	
	Key personnel must have a training on law enforcement/security management or a		
	former Commissioned Officer/NCO of the AFP for with at least three years in private security administration		
	Company Profile must present CV of each key personnel.		
	All security guard must possess license duly issued by the PNP-SOSIA.		
	Monthly Disposition Report stamped received by PNP-SOSIA for December 2024 is a requirement.		
2	RESOURCES		
	Number of Licensed Firearms: at least 25		
	Company Profile must statement of list of licensed firearms.		
	Number of Licensed Guard: at least 50		
	Monthly Disposition Report stamped received by PNP-SOSIA for December 2024 is a requirement.		
3	DETAILED SECURITY PLAN (to be submitted)	ı ed upon posting of Performan	ace Security)
	Submit a security plan tailored fit for PSA especi precautionary and/or preventive and remedial me		
	General Security Guidelines		
	(for personnel and physical resources)		
	Disaster Control and Preparedness Plan		
	Terrorism and Sabotage		
	Precautionary Measures		

		1	
	Security Guidelines during and allied Catastrophic incidents: fire, bomb		
	explosion, gas leakage, etc.		
	Typhoon		
	Earthquake		
	Other Force Majeure		
	Submission of the security plan must be supported with a Certificate of Appearance issued by the head or any representative of the project site during confirming agency's site visit to tailor fit the plan for PSA-X sites.		
4	MINIMUM QUALIFICATION OF SECURIT	Y GUARD	
	Must be a Filipino Citizen		
	Must be of legal age		
	Must be a licensed Security Guard		
	Physically fit (With medical certificate as supporting document)		
	At least high school graduate		
	With at least 1 year experience in security services		
	Pass the required neuro-psychiatric and drug test conducted by PNP-accredited testing center		
	No derogatory record (With latest NBI Clearance as supporting document)		
	With relevant training on handling firearms, firefighting, rescue operation, first aid, evacuation and crowd dispersal and control		

	With relevant training on basic customer service	
	The Service Provider, upon receipt of the Notice of Award, shall be required to submit to PSA-RSSO X a sworn statement attesting the compliance with the foregoing.	
5	MINIMUM REQUIREMENT OF SECURITY	Z EQUIPMENT
	Complete uniform	
	Valid Licensed Service Firearms (9mm caliber, at least 7 live bullets) for each guard on duty	
	Metal detector for each office	
	Flashlights with batteries for each guard on duty	
	Night stick for each guard on duty	
	Handcuffs for each guard on duty	
	Medical Kit for each guard on duty	
	Whistle for each guard on duty	
	Steel firearms box with lock for each office	
6	SCOPE OF WORK	•

The AGENCY agrees to provide guards for the protection and serights and interest, office furniture, equipment and other the PSA-RSSO X field offices a pilferage, robbery, arson and ot acts that may be committed agai Likewise, the AGENCY agree security and assistance to the employees of the PSA-RSSO X discharge of their official responsibilities. The security posted shall maintain	ccurity of the buildings, facilities of against theft, her unlawful nst the latter. s to provide officials and while in the duties and	
duly verified daily time record electric time recorder of the Pa field offices, which shall support for payment of services rendere	SA-RSSO X ort the claim	
Record all incoming and outgequipment, supplies, mater properties, and keep on file contapproved gate passes. A writtent be submitted to the Chief Action Officer or Provincial Chief Specialist within twenty-four (any property belonging to the Perfield offices shall be brought approved gate pass.	erials, and pies of duly a report shall dministrative f Statistical 24) hours if SA-RSSO X	
Security guards shall record all outgoing vehicles in their logbo		
Security guards shall allow visit premises only upon proper ideshall require them to proper visitor's logbook and wear the visitor's ID.	entification and ly fill out the	
Security guards shall record all vehicles and file one copy approved trip ticket.		
Security guards shall enforce a orders/instructions/memoranda Chief Administrative Officer of Chief Statistical Specialist, relevant to their functions.	issued by the or Provincial	

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

Name of Company/Bidder Date Signed

Name and Signature of Authorized Representative Date Signed

## Section VIII. Checklist of Technical and Financial Documents

### **Notes on the Checklist of Technical and Financial Documents**

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

GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

### **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents <u>Legal Documents</u> Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; Technical Documents 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 Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the $\Box$ (c) contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and Original copy of Bid Security. If in the form of a Surety Bond, submit also a (d)certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and Conformity with Technical Specifications, which (e) production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original $\Box$ (f) 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 (g)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 If applicable, a duly signed joint venture agreement (JVA) in case the joint venture (h) 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
	(i) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
	(j) Original of duly signed and accomplished Price Schedule(s).
Other doc	rumentary requirements under RA No. 9184 (as applicable)
(k)	[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.
	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or
	Domestic Entity.

### **Notes on the Document Templates**

For uniformity of forms used by the prospect bidders, the PSA-X ROBAC prepared form templates which can be download from the given link: https://tinyurl.com/yc3efnrj

These templates include the following:

NFCC Computation
Omnibus Sworn Statement
Bid Securing Declaration Form
Price Schedule
Bid Form for the Procurement of Goods
List of all Ongoing Government and Private Contracts
Statement of Single Largest Completed Contract (SLCC)

### Section IX. Document Templates

Project ID : Negotiated Procurement After Two Failed Biddings RFQ No.\_\_\_\_

Project Name : Procurement of Security Services for 01 April 2025 to 31 December 2025

Location of the Project: RSSO and Provinces in Region X

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#### - NFCC COMPUTATION

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 BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

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

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

NFCC= [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

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

## The Bidder shall attach the AFS to the NFCC Computation for Eligibility Check Form.

NFCC=P	
Submitted by:	
Name of Supplier/Distributor/Manufacturer	
Signature of Authorized Representative	
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

[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]

#### PRICE SCHEDULE

LOT 1- PSA-RSSO

	Mandatory Fees	Day Shift	Night Shift	Day Shift	Night Shift
		8-hours work per day		12-hours work per day	
Days worked per week		7	7	7	7
No. of days per year (for 9 months) April 2025 to December 202	25	286.10	286.10	286.10	286.10
A. Amount Directly Paid to Guard					
Daily Minimum Wage Rate (DW)	461.00				
Average Pay/Month (DW x no.days per year/9 Months)					
Night Differential Pay (Ave.Pay/Mox 10%*1/3) or *(1/2)					
13th Month Pay[ [(DW x 365 days/12 Months)]*9/12]/9months	s)				
5 Days Incentive Pay (DW x 5days/9 Months)					
Uniform Allowance					
Overtime Pay					
B. Amount to Government in Favor of Guard					
Retirement Benefit (DW x 22.5/9) R.A 7641					
SSS Premium		1,450.00	1,500.00	2,000.00	2,000.00
Philhealth Contributions		366.37	366.37	366.37	366.37
State Insurance Fund		10.00	30.00	30.00	30.00
PAG-IBIG FUND		200.00	200.00	200.00	200.00
C. Total Amount to Guard & Government (A+B)					
D. Agency Fee (Administrative Overhead & Margin Inclusive of National & Local Taxes/Licenses)					
E. Value-added Tax (12%)					
F. MINIMUM CONTRACT RATE PER GUARD (C+D+E)					
No. of Guards per shift		2	1	1	1
MONTHLY RATE PER SHIFT x NO. OF GUARDS			TINE SECTION		
TOTAL MONTHLY RATE					
TOTAL CONTRACT PRICE FOR 9MONTHS					

PI	e	p	ar	e	d	ь	y:

#### **PRICE SCHEDULE**

#### **LOT 2- PSA-BUKIDNON**

	MANDATORY FEES	Day Shift	Night Shift	
12-hours work per day		12-hours wor	ork per day	
Days worked per week		7	7	
No. of days per year (for 9 months) April 2025 to December 2025		286.10	286.10	
A. Amount Directly Paid to Guard				
Daily Minimum Wage Rate (DW)	461.00			
Average Pay/Month (DW x no.days per year/9 Months)				
Night Differential Pay (Ave.Pay/Mox 10%)*(1/2)				
13th Month Pay[ [(DW x 365 days/12 Months)]*9/12]/9months)				
5 Days Incentive Pay (DW x 5days/9 Months)				
Uniform Allowance				
Overtime Pay (4 hours per day)				
B. Amount to Government in Favor of Guard				
Retirement Benefit (DW x 22.5/9) R.A 7641				
SSS Premium		2,000.00	2,000.00	
Philhealth Contributions		366.37	366.37	
State Insurance Fund		30.00	30.00	
PAG-IBIG FUND		200.00	200.00	
C. Total Amount to Guard & Government (A+B)				
D. Agency Fee (Administrative Overhead & Margin Inclusive of National & Local Taxes/Licenses)				
E. Value-added Tax (12%)				
F. MINIMUM CONTRACT RATE PER GUARD (C+D+E)				
No. of Guards per shift		1	1	
MONTHLY RATE PER SHIFT x NO. OF GUARDS				
TOTAL MONTHLY RATE				
TOTAL CONTRACT PRICE FOR 9MONTHS				

Name and Signature of Authorized Representative

Prepared by:

#### PRICE SCHEDULE

#### **LOT 3- PSA-CAMIGUIN**

	MANDATORY FEES	Day Shift	Night Shift	
12-hours work per day		12-hours wor	ork per day	
Days worked per week		7	7	
No. of days per year (for 9 months) April 2025 to December 2025		286.10	286.10	
A. Amount Directly Paid to Guard				
Daily Minimum Wage Rate (DW)	446.00			
Average Pay/Month (DW x no.days per year/9 Months)				
Night Differential Pay (Ave.Pay/Mox 10%)*(1/2)				
13th Month Pay[ [(DW x 365 days/12 Months)]*9/12]/9months)				
5 Days Incentive Pay (DW x 5days/9 Months)				
Uniform Allowance				
Overtime Pay (4 hours per day)				
B. Amount to Government in Favor of Guard				
Retirement Benefit (DW x 22.5/9) R.A 7641				
SSS Premium		2,000.00	2,000.00	
Philhealth Contributions		354.45	354.45	
State Insurance Fund		30.00	30.00	
PAG-IBIG FUND		200.00	200.00	
C. Total Amount to Guard & Government (A+B)				
D. Agency Fee (Administrative Overhead & Margin Inclusive of National & Local Taxes/Licenses)				
E. Value-added Tax (12%)				
F. MINIMUM CONTRACT RATE PER GUARD (C+D+E)				
No. of Guards per shift		1	1	
MONTHLY RATE PER SHIFT x NO. OF GUARDS				
TOTAL MONTHLY RATE				
TOTAL CONTRACT PRICE FOR 9MONTHS				

Prepared by:
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#### PRICE SCHEDULE

LOT 4- PSA-LANAO DEL NORTE

	Mandatory Fees	Day Shift	Night Shift
		8-hours work	per day
Days worked per week		7	7
No. of days per year (for 9 months) April 2025 to December 202	25	286.10	286.10
A. Amount Directly Paid to Guard			
Daily Minimum Wage Rate (DW)	461.00		
Average Pay/Month (DW x no.days per year/9 Months)			
Night Differential Pay (Ave.Pay/Mox 10%*1/3) or *(1/2)			
13th Month Pay[ [(DW x 365 days/12 Months)]*9/12]/9months	5)		
5 Days Incentive Pay (DW x 5days/9 Months)			
Uniform Allowance			
Overtime Pay			
B. Amount to Government in Favor of Guard			
Retirement Benefit (DW x 22.5/9) R.A 7641			
SSS Premium		1,450.00	1,500.00
Philhealth Contributions		366.37	366.37
State Insurance Fund		10.00	30.00
PAG-IBIG FUND		200.00	200.00
C. Total Amount to Guard & Government (A+B)			
D. Agency Fee (Administrative Overhead & Margin Inclusive of National & Local Taxes/Licenses)			
E. Value-added Tax (12%)			
F. MINIMUM CONTRACT RATE PER GUARD (C+D+E)			
No. of Guards per shift		2	1
MONTHLY RATE PER SHIFT x NO. OF GUARDS			
TOTAL MONTHLY RATE			
TOTAL CONTRACT PRICE FOR 9MONTHS			

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	E	۲	a	1	C	u	D)	

#### **PRICE SCHEDULE**

	MANDATORY	D. CLID	
	FEES	Day Shift	
12-hours work per day	12-hours work per day		
Days worked per week		7	
No. of days per year (for 9 months) April 2025 to December 2025		286.10	
A. Amount Directly Paid to Guard			
Daily Minimum Wage Rate (DW)	461.00		
Average Pay/Month (DW x no.days per year/9 Months)			
Night Differential Pay (Ave.Pay/Mox 10%)*(1/2)			
13th Month Pay[ [(DW x 365 days/12 Months)]*9/12]/9months)			
5 Days Incentive Pay (DW x 5days/9 Months)			
Uniform Allowance			
Overtime Pay (4 hours per day)			
B. Amount to Government in Favor of Guard			
Retirement Benefit (DW x 22.5/9) R.A 7641			
SSS Premium		2,000.00	
Philhealth Contributions		366.37	
State Insurance Fund		30.00	
PAG-IBIG FUND		200.00	
C. Total Amount to Guard & Government (A+B)			
D. Agency Fee (Administrative Overhead & Margin Inclusive of			
National & Local Taxes/Licenses)			
E. Value-added Tax (12%)			
F. MINIMUM CONTRACT RATE PER GUARD (C+D+E)			
No. of Guards per shift		2	
MONTHLY RATE PER SHIFT x NO. OF GUARDS			
TOTAL MONTHLY RATE			
TOTAL CONTRACT PRICE FOR 9MONTHS			

Prepared by:

#### PRICE SCHEDULE

	MANDATORY		
	FEES	Day Shift	Night Shift
12-hours work per day		12-hours wor	
Days worked per week		7	7
No. of days per year (for 9 months) April 2025 to December 2025		286.10	286.10
A. Amount Directly Paid to Guard			
Daily Minimum Wage Rate (DW)	461.00		
Average Pay/Month (DW x no.days per year/9 Months)			
Night Differential Pay (Ave.Pay/Mox 10%)*(1/2)			
13th Month Pay[ [(DW x 365 days/12 Months)]*9/12]/9months)			
5 Days Incentive Pay (DW x 5days/9 Months)			
Uniform Allowance			
Overtime Pay (4 hours per day)			
B. Amount to Government in Favor of Guard			
Retirement Benefit (DW x 22.5/9) R.A 7641			
SSS Premium		2,000.00	2,000.00
Philhealth Contributions		366.37	366.37
State Insurance Fund		30.00	30.00
PAG-IBIG FUND		200.00	200.00
C. Total Amount to Guard & Government (A+B)			
D. Agency Fee (Administrative Overhead & Margin Inclusive of			
National & Local Taxes/Licenses)  E. Value-added Tax (12%)			
E. Value-added Tax (1270)			
F. MINIMUM CONTRACT RATE PER GUARD (C+D+E)			
No. of Guards per shift		1	1
MONTHLY RATE PER SHIFT x NO. OF GUARDS	NEW YORK		
TOTAL MONTHLY RATE			
TOTAL CONTRACT PRICE FOR 9MONTHS			

Pr	ep	are	ea	by	

#### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

BID FORM	Date :
Project Ider	ntification 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 agentCurrencyCommission 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:

#### List Of All Ongoing Government And Private Contracts Including Contracts Awarded But Not Yet Started

Business Name.
Business Address:

| No. | Contract Distalls | D. Owner's Years | D. Address | D. Owner's Years | D. Owner's Years

## Statement of Single Largest Completed Contract Similar to the Contract to be Bid

000	s Name:					
	s Address:					
	5 ( Table 55 )					
lo.	Contract Details	a. Owner's Name b. Address c. Telephone Numbers	Nature of Vork	Bidder's Role		a. Date Awarded b. Contract Effectivity c. Date Completed
-				Descripti	7.	
	Name of Agency Contract Price in Php Remarks (e.g. multi-year contract)					
				+		
				+ +		
				<del>                                     </del>		
	TOTAL					
	Submitted by:					
	Signature Over Printed Name					
	Designation:					
	Designation. Date:					
	Date.					

