

**CIVIL SERVICE COMMISSION
Regional Office II**

BIDS AND AWARDS COMMITTEE

BIDDING DOCUMENTS

**Procurement Project:
EARLY PROCUREMENT ACTIVITY (EPA) 2025**

PROVISION OF SECURITY SERVICES FOR FY 2025

Identification No.: CSC-PB-2025-001-EPA

**Approved Budget for the Contract (ABC):
Four Million One Hundred Fifty-Seven Thousand Pesos
(Php 4,157,000.00)**

21 October 2024

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

- d. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- e. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports,

communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid (IB)

Republic of the Philippines
CIVIL SERVICE COMMISSION
Regional Office II
Tuguegarao City, Cagayan

INVITATION TO BID
PROVISION OF SECURITY SERVICES
(EPA 2025)

1. The Civil Service Commission Regional Office II (CSC RO II), through the FY 2025 General Appropriations Act and from the accumulated savings from income generating activities of the Office for CY 2025 and prior years, intends to apply the sum of ***Four Million One Hundred Fifty-Seven Thousand Pesos (Php 4,157,000.00)*** being the Approved Budget Cost (ABC) to payments under the contract for the **Provision of Security Services for FY 2025 (EPA 2025)** under **Identification No. CSC-PB-2025-001-EPA**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Civil Service Commission Regional Office II now invites bids for the Early Procurement Activity of the above Procurement Project, in accordance with the provisions under Appendix 31 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. *Deployment of Security Guards is required within 10 calendar days upon receipt of notice from the CSC RO II.* Bidders should have completed, within the past **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non- discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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. Bidders may obtain further information from the CSC RO II BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 AM to 5:00 PM from Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders from October 21, 2024 to November 12, 2024 at the address and website stated below and upon payment of ***Five Thousand Pesos (Php 5,000.00)***, the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than 8:30 am of November 12, 2024. The bidder shall present its proof of payment to the BAC Secretariat on or before opening of bids.
6. The CSC RO II will hold a Pre-Bid Conference for this project, which shall be open to prospective bidders, on October 30, 2024, 1:30 p.m. at the CSC RO II Multi-Purpose Room, Regional Government Center, Carig Sur, Tuguegarao City, Cagayan.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **November 12, 2024, 8:30 a.m.** 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 **Instructions to Bidders** Clause 14.
9. Bid Opening shall be on November 12, 2024, 9:00 a.m. at the CSC RO II Multi-Purpose Room, Regional Government Center, Carig Sur, Tuguegarao City, Cagayan. Bids will be opened in the presence of the bidders or bidders' authorized representatives who shall be required to present a Special Power of Attorney to attend the bid opening.
10. The award of contract for Procurement Projects undertaken through EPA may be made only upon the following conditions and shall be in accordance with Item 7 of Appendix 31 of the 2016 revised IRR of RA 9184:
 - a. approval and effectivity of the funding sources, to wit: (i) General Appropriations Act; (ii) Corporate Budget; (iii) Appropriations Ordinance; or (iv) loan agreement in the case of FAPs; or
 - b. the reenactment of the previous year's budget which constitutes the current year's authorized budget, when authorized by the Constitution, law or rules.
11. The CSC RO II 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.
12. For further information, please refer to:

Ms. VICTORIA T. PADILLA

BAC Secretariat Head

Civil Service Commission Regional Office II

*Dalan na Pavvurulun, Regional Government Center,
Carig Sur, Tuguegarao City, Cagayan*

Email address: cscreg2bac@gmail.com

CP No. 09163465656

Telephone No. (078) 396-1321

Website: <https://csc.gov.ph/regional-offices/region-ii>

Issued this October 21, 2024.

signed

MARIA NOEMI S. BUSTAMANTE

Acting Director III/BAC Chairperson

Section II. Instructions to Bidders (ITB)

1. Scope of Bid

The Procuring Entity, **Civil Service Commission Regional Office II (CSC RO II)** wishes to receive Bids for the Provision of FY 2025 Security Services (EPA 2025) with identification number CSC-PB-2025-001-EPA.

The Procurement Project is composed of **One (1) Lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GoP through the source of funding as indicated below for FY 2025 in the amount of ***Four Million One Hundred Fifty-Seven Thousand Pesos (Php 4,157,000.00)***

2.2. The source of funding is:

FY 2025 General Appropriations Act/Office Income

3. Bidding Requirements

3.1 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.

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

3.3 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 within the past three (3) years.

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 reference requirements under ITB 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 as indicated in paragraph 6 of the **Invitation to Bid**.

9. Clarification and Amendment of Bidding Documents

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 **Invitation to Bid**, 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 **Instructions to Bidders** 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.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1 The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2 The Bid and bid security shall be valid for **120 calendar days from the Opening of Bids on November 12, 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

In the case of EPA, PE may request the bidders to extend the validity of their bid securities

beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective.

A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended.

If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by said bidder.

15. Sealing and Marking of Bids

Each Bidder shall submit three (3) copies (*one (1) original or authenticated and additional two (2) clear copies*), of the first (technical) and second (financial) components of its bid.

Failure of the Bidders to comply with the submission of the original or authenticated copy of the foregoing shall not be a ground for disqualification, subject to verification during the post-qualification activity.

16. Deadline for Submission of Bids

The Bidders shall manually submit on or before November 12, 2024, 8:30 a.m. at CSC Regional Office II, Regional Government Center, Carig Sur, Tuguegarao City, Cagayan.

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 **Invitation to Bid**. The Bidders or Bidders' representatives who are present shall sign a register evidencing their attendance.

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2 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.

- 19.3 The Project shall be awarded as one project having one lot which shall be awarded as one contract.
- 19.4 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Provision of Security Services b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
10.1	<p>Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:</p> <ul style="list-style-type: none"> (i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver’s license, Unified Multi-Purpose ID, etc.); or (ii) the oath of affirmation of one (1) credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification. <p>In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php83,140.00 (<i>equivalent to two percent (2%) of PhP4,157,000.00</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 Php 207,850.00 (<i>equivalent to five percent (5%) of PhP4,157,000.00</i>), if bid security is in Surety Bond.
15	<p>Bidders shall enclose their eligibility and technical documents described in Section II Instructions to Bidders (ITB) Clause 10 in one sealed envelope marked “TECHNICAL COMPONENT”, and their financial component described in ITB Clause 11 in another sealed envelope marked “FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “BID”.</p> <p>Further, all envelopes shall:</p> <ul style="list-style-type: none"> a. contain the name of the contract to be bid in capital letters; b. bear the name and address of the Bidder in capital letters; c. be addressed to the Procuring Entity’s BAC in accordance with Section I, Invitation to Bid Clause 9;

	<p>d. bear the specific identification of the Project indicated in ITB Clause 1; and</p> <p>e. bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with the aforementioned date and time.</p> <p>Please be reminded that pursuant to Section 25.9 of the 2016 Revised IRR of RA No. 9184, 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.</p>
19.3	One (1) lot
20.1	Submit an authenticated copy of DOLE Certificate of Registration (<i>Labor Code of the Philippines as implemented by DOLE Department Order 174, s. 2017</i>).
21.2	No Further Instructions.

Additional Conditions:

* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.

** In case the notice for the submission of post-qualification documents is sent via the bidder’s email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder’s responsibility to check its/his/her email for the purpose.

*** In case of a tie and two (2) or more bidders have been post-qualified as Lowest Calculated Responsive Bidders (LCRBs), the tie-breaking measure determined by the procuring entity shall be non-discretionary and nondiscriminatory such that the same is based on sheer luck or chance.

As a matter of information to the prospective bidders, the CSC-BAC has determined to use the method of a “raffle,” wherein the names of the bidders involved in the tie and declared as LCRBs will be written in separate similar unmarked papers, and will be folded and placed in a container.

Thereafter, a CSC-BAC representative will draw the raffle in an order wherein the first drawn bidder shall be considered as the winning LCRB and awarded the contract. The second drawn bidder shall be the second ranked LCRB, and so on until all LCRBs are drawn and ranked. In case of the failure, refusal or inability of the winning LCRB to submit the documents required under Section 37.1 of the 2016 Revised IRR of RA No. 9184 or to enter into contract and post the required Performance Security, as provided in Section 40 of the same IRR, the BAC shall disqualify the said LCRB, and shall proceed to award the contract to the second ranked LCRB. This procedure shall be repeated until a Notice to Proceed has been issued.

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. Terms of Payment

2.1. The terms of payment are indicated in the SCC.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (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

Not applicable

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

GCC Clause	
1	<p>Contract Duration: 12 months from deployment</p> <p>The Contractor shall submit within three (3) calendar days from receipt of Notice to Proceed the employee file of each security guard with complete attachments such as, but not limited to, resume, training certificate, government-mandated clearances, medical certificate, physical and neuropsychiatric test results.</p> <p>The Contractor shall assign a Company Supervisor from its own account, separate from the Security Supervisor, to monitor the performance of the security guards and handle the consolidation of daily timecards periodically in preparation for the monthly billing to the CSC RO II.</p> <p>The Contractor shall ensure that security guards perform the security services in accordance with the Security Plan to be submitted by the Contractor as part of the technical documents, considering the following:</p> <ul style="list-style-type: none"> i. Security of Human Resources ii. Security for Physical Resources iii. Contingency Plan for Various Risks iv. Other related security concerns <p>Service Standards and Conditions</p> <p>Deployed security guards shall be professional and courteous at all times. The expected service standards and conditions are as follows:</p> <ul style="list-style-type: none"> a. Security guards shall at all times ensure the security of CSC RO II Officials and employees, physical resources, and respond to all other security related concerns in accordance with the approved Security Plan. b. The Contractor shall recommend the enforcement of policies, rules and regulations of the CSC RO II and, upon the approval of the Regional Director or its authorized representative, implement them in order to maintain peace and order within the CSC RO II premises. c. Whenever required by the Regional Director or the Management Services Division (MSD), or if deemed necessary by the Supervisor, the Contractor shall investigate any security breach within the CSC RO II premises, including the commission of any crime, and submit a report to the Regional Director through the MSD. d. The Contractor shall assume full responsibility and undertake to reimburse the CSC RO II for losses, damages, and injuries caused to the CSC RO II properties and personnel, which the contractor is bound to secure and protect. e. The Contractor warrants to make available, at all times, relievers and/or replacements to ensure continuous and uninterrupted services in case of absences, and shall execute the necessary supervision over the work of its personnel. <p>General Conditions</p> <ul style="list-style-type: none"> a. The CSC RO II has the right to effect changes in the assignment/deployment of the security guards at any time during the contract period through a written notice to the Contractor. Likewise, the CSC RO II may increase or decrease the number of security guards as may be necessary. In such an

event, any corresponding adjustment in the cost shall not exceed the contract price.

- b. The Contractor shall not reshuffle personnel without the prior clearance/approval of the MSD of CSC RO II which hereby reserves the right to reject any proposal to reassign personnel if such reassignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matters of disciplinary action toward the personnel of the Contractor, the MSD shall cooperate with the Contractor or vice versa by means of mutual consultation.
- c. The Contractor shall always make available relievers and/or replacements to ensure continuous and uninterrupted services.
- d. The Contractor agrees that the CSC RO II, through the MSD, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Contractor.
- e. The Contractor shall pay its personnel not less than the minimum wage and other benefits mandated by the laws, rules and regulations. The Contractor shall provide the security guards their monthly pay slip containing the necessary information on it. The Contractor shall comply with the laws governing labor standards and employee's compensation. A certificate for this purpose shall be required from the Contractor.
- f. The Contractor shall provide the personnel with appropriate uniforms, protective gear and ensure that they shall observe proper personal hygiene and always appear neat and clean.
- g. The Contractor shall have at least three (3) relievers for the CSC RO II available at any time to take over in case of absence of security personnel at no extra cost to the CSC RO II. No trainees shall be allowed as a reliever even if they are allowed and identified as such.
- h. The Contractor shall ensure the confidentiality of information.
- i. The duration of the contract shall commence on the date indicated in the Notice to Proceed and shall be valid for a period of one (1) year. Moreover, this contract can be subject to extension which shall not exceed one (1) year from the initial contract by serving notice to the Security Agency, subject to the same terms and conditions.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is **Ms. Victoria T. Padilla**, Chief of MSD.

Incidental Services

The Supplier is required to provide all services, including additional services, if any, specified in Section VI. Schedule of Requirements.

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.

Regular and Recurring Services

“The contract for regular and recurring services shall be subject to renewal subject to the Guidelines on Renewal of Regular and Recurring Services under Appendix 37 of the 2016 revised IRR of RA No. 9184 which includes the performance evaluation of the service provider on the requirements under Section VII. Technical specifications.”

2.2	<p>Payment Terms</p> <p>a. The Contractor shall submit, along with the monthly billing statement, a certified true copy of duly accomplished payroll sheet, receipts, prescribed reports stamped received by SSS, Pag-IBIG, PhilHealth, and ECC as proof of remittances of employer's and employee's contributions for SSS, PhilHealth and Pag-IBIG premiums of the security guards assigned to the CSC RO II only and the monthly security reports as prescribed in the approved Security Plan. A certificate that the contractor complies with the laws governing labor standards shall also be submitted.</p> <p>b. The Contractor in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Contractor's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.</p>
4	<i>No further instruction</i>

Section VI. Schedule of Requirements

The following shall be provided by the Contractor for FY 2024:

Description	Quantity	Delivered, Weeks/Months
Provision of Security Guards, Including the Submission of Security Plan as detailed in item 1.0 of Annex "A" (Detailed Specifications)	13	The MSD of CSC RO II shall notify the winning bidder of the start of the services. Notices shall be issued by the MSD ten (10) days prior to deployment of security guards.
Provision of Uniform, Security Equipment, and Paraphernalia as detailed in item 2.0 of Annex "A" (Detailed Specifications)	Quantity of items are specified in Annex "A" (Specifications)	

I hereby certify to comply and deliver the above requirements.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Section VII. Technical Specifications

Technical Specifications

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidder’s Bid and cross-referenced to that evidence. 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 provisions of Instructions to Bidders Clause 3.1 and/or GCC Clause 2.1.

Specification	Statement of Compliance
Provision of Security Guards, Including the Submission of Security Plan (see attached Annex “A” [Detailed Specifications], Item 1.0)	
Provision of Uniform, Security Equipment, and Paraphernalia (see attached Annex “A” [Detailed Specifications], Item 2.0)	
Service Standards and Conditions (see attached Annex “A” [Detailed Specifications], Item 3.0)	
General Conditions (see attached Annex “A” [Detailed Specifications], Item 4.0)	
Payment Terms (see attached Annex “A” [Detailed Specifications], Item 5.0)	
Performance and Review Assessment (see attached Annex “A” [Detailed Specifications], Item 6.0)	

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

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) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the 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**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) 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**
- (e) Conformity with Schedule of Requirements; **and**
- (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after- sales/parts, if applicable; **and**
- (g) Security Plan; **and**
- (h) Original duly signed Omnibus Sworn Statement (OSS) **supported with** Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative. In case of partnership or single proprietorship, the bidder shall submit Original Special Power of Attorney executed by the partners or single proprietor, whichever is applicable.

In case of Joint Venture, Original Special Power of Attorney shall be submitted by 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

- (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 bidder’s computation of Net Financial Contracting Capacity (NFCC); **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Detailed Technical Specification**1.0 Provision of Security Guards, including the Submission of Security Plan**

- a. Qualification of the Security Agency:
 - a.1 Stability
 - a. 1.1. Years of Experience – at least five (5) years in the security business
 - a. 1.2. Organizational Setup – in accordance with RA No. 5487 and its Implementing Rules and Regulations
 - a. 1.3. With valid License to Operate from the Philippine National Police (PNP) – Supervisory Office for Security and Investigation Agencies
 - a. 1.4. Must be a member of the Philippines Association of Detective and Protective Agency Operators
 - a. 1.5. With Certificate of Registration in Accordance with Department of Labor and Employment Department Order No. 18-A, s. 2011
 - a. 1.6. Must have an Office in Region II.
 - a.2 Resources
 - a. 2.1. Number and Kind of Equipment and Supplies – with the minimum number and kind of equipment and supplies as specified in Item No. 2.0
 - a.2.2. Number of Guards – with at least thirty (30) security guards that are organic to the Contractor
 - a.3.3. Number of Supervisors – at least three (3) supervisors
- b. The Contractor shall provide thirteen (13) qualified, bonded, uniformed, highly-trained security guards, including one (1) Security Supervisor who must meet the following requirements:
 - b.1. Filipino Citizen;
 - b.2. At least 30 years old and not over 60 years old upon deployment/posting;
 - b.3. With at least three (3) years of experience in Security Services as duly licensed security guard;
 - b.4. Must have completed a private security training from a government or duly registered and accredited private training institution/s;
 - b.5. Must have undergone first-aid and basic-life support course certified by the Philippine National Red Cross;
 - b.6. With valid license to exercise Private Security Profession;
 - b.7. Of good moral character and must not have violated any rules and regulations under RA No. 5487 and its Implementing Rules and Regulations (IRR);
 - b.8. Physically and mentally fit to work, as evidenced by a medical

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certificate issued within the last two (2) months (specify that the security guard is physically and mentally fit to work).

- c. The Contractor shall submit within three (3) calendar days from receipt of Notice to Proceed the employee file of each security guard with complete attachments such as, but not limited to, resume, training certificate, government-mandated clearances (e.g. NBI Clearance, PNP Clearance), medical certificate, physical and neuro-psychiatric test results and Drug Test.
- d. The Contractor shall assign a Company Supervisor from its own account, separate from the Security Supervisor, to monitor the performance of the security guards and handle the consolidation of daily timecards periodically in preparation for the monthly billing to the CSC RO II.

The Contractor shall ensure that security guards perform the security services in accordance with the Security Plan to be submitted by the Contractor as part of the technical documents, considering the following:

1. Security of Human Resources
2. Security for Physical Resources
3. Contingency Plan for Various Risks
4. Other related security concerns

2.0 Provision of Uniform, Security Equipment, and Paraphernalia

- a. The Contractor shall ensure that the security guards assigned to the CSC RO II shall observe proper Philippine National Police Supervisory Office for Security and Investigation Agencies-prescribed uniforms.
- b. The Contractor shall provide the following security equipment and paraphernalia, which are brand new or in good condition:

Item	Description	Quantity
1	At least one (1) set of prescribed uniform, per security guard	13 sets
2	Whistle	
3	Nightstick/baton	5 sets
4	Flashlight	
5	First-Aid Kit	
6	Handcuffs	
7	Service Firearms - Must be serviceable with one (1) magazine of ammunition - With valid license - Security Guards who shall be handling the firearms must have prior training	one (1) firearm for every station or as required
8	Metal Detector	5

3.0 Service Standards and Conditions

Deployed security guards shall be professional and courteous at all times. The expected service standards and conditions are as follows:

- a. Security guards shall at all times ensure the security of CSC RO II Officials and employees, physical resources, and respond to all other security related concerns in accordance with the approved Security Plan.
- b. The Contractor shall recommend the enforcement of policies, rules and regulations of the CSC RO II and, upon the approval of the Regional Director or its authorized representative, implement them in order to maintain peace and order within the CSC RO II premises.
- c. Whenever required by the CSC RO II, or if deemed necessary by the Supervisor, the Contractor shall investigate any security breach within the CSC RO II premises, including the commission of any crime, and submit a report to the Regional Director through the MSD.
- d. The Contractor shall be responsible in the filing of report to the Police or appropriate Authority for any incidents involving police matters (e.g., theft, robbery);
- e. The Contractor shall ensure NO STRAIGHT OR 24-HOURS TOUR OF DUTY in the deployment of guard(s) at CSC ROII.
- f. The Contractor shall assume full responsibility and undertake to reimburse the CSC RO II for losses, damages, and injuries caused to the CSC RO II's properties and personnel, which the contractor is bound to secure and protect.
- g. The Contractor warrants to make available, at all times, relievers and/or replacements to ensure continuous and uninterrupted services in case of absences, and shall execute the necessary supervision over the work of its personnel.

4.0 General Conditions

- a. The CSC RO II has the right to effect changes in the assignment/deployment of the security guards at any time during the contract period through a written notice to the Contractor. Likewise, the CSC RO II may increase or decrease the number of security guards as may be necessary. In such an event, any corresponding adjustment in the cost shall not exceed the contract price.
- b. The Contractor shall not reshuffle personnel without the prior clearance/approval of the MSD of CSC RO II which hereby reserves the right to reject any proposal to reassign personnel if such reassignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matters of disciplinary action toward the personnel of the Contractor, the MSD shall cooperate with the Contractor or vice versa by means of mutual consultation.
- c. The Contractor shall always make available relievers and/or replacements to ensure continuous and uninterrupted services.
- d. The Contractor agrees that the CSC RO II, through the MSD, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Contractor.
- e. The Contractor shall pay its personnel not less than the minimum wage and other benefits mandated by the laws, rules and regulations. The Contractor shall provide the security guards their monthly pay slip containing the necessary information on it. The Contractor shall comply with the laws governing labor standards and employee's

- compensation. A certificate for this purpose shall be required from the Contractor.
- f. The Contractor shall regularly remit SSS, PhilHealth, and Pag-IBIG contributions and provide CSC ROII, on a monthly/quarterly basis, certified true copies of proof of payments of all its obligations under the provisions of the SSS Law, Employees Compensation Act, PhilHealth, Pag-IBIG and other pertinent statutes presently in force and effect. Failure to remit and submit report shall warrant ineligibility in the future bidding of the office;
 - g. The Contractor shall provide the personnel with appropriate uniforms, protective gear and ensure that they shall observe proper personal hygiene and always appear neat and clean.
 - h. The Contractor shall have at least three (3) relievers for the CSC RO II available at any time to take over in case of absence of security personnel at no extra cost to the CSC RO II. No trainees shall be allowed as a reliever even if they are allowed and identified as such.
 - i. The Contractor shall ensure the confidentiality of information. Turn over to CSC ROII all logbooks upon termination of the contract;
 - j. The Contractor shall consider the specific personnel qualifications required by CSC ROII in the hiring of personnel to be assigned in the CSC RO II office. The Security Agency may also absorb/consider the present personnel assigned in CSC RO II which it may recommend upon thorough evaluation.
 - k. The Contractor shall answer for and indemnify CSC RO II for the cost of any damage to or loss of CSC RO II's property which is due or sustained through the fault of the Security Guards
 - l. The duration of the contract shall commence on the date indicated in the Notice to Proceed and shall be valid for a period of one (1) year. Moreover, this contract can be subject to extension which shall not exceed one (1) year from the initial contract by serving notice to the Security Agency, subject to the same terms and conditions.
 - m. Nothing herein shall be construed as establishing an employer-employee relationship between CSC RO II and the Security Agency and the latter's employees who will be assigned to the former. The Security Agency shall at all times be personally and directly responsible for the personnel under its employ.

5.0 Payment Terms

- a. The Contractor shall submit, along with the monthly billing statement, a certified true copy of duly accomplished payroll sheet, receipts, prescribed reports stamped received by SSS, Pag-IBIG, PhilHealth, and ECC as proof of remittances of employer's and employee's contributions for SSS, PhilHealth and Pag-IBIG premiums of the security guards assigned to the CSC RO II only and the monthly security reports as prescribed in the approved Security Plan. A certificate that the contractor complies with the laws governing labor standards shall also be submitted.
- b. The Contractor in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Contractor's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.

6.0 Performance Review and Assessment

- a. The Contractor shall maintain a satisfactory level of performance throughout the Contract period based on the following set of performance criteria:

	Performance Criteria	Weight
I	Conformity to Technical Requirements	(20)
II	Timeliness in the Delivery of Services	(20)
III	Behavior of Personnel (Courteous, Professional and Knowledgeable)	(30)
IV	Response to Complaints	(20)
V	Compliance with set office policies for such services	(10)
Performance Passing Rate: 80 points		(100)

- c. The MSD shall conduct a periodic review using the above-cited criteria to ensure compliance with the technical specifications, as well as with the other terms and conditions imposed by the CSC RO II during the contract period.
- d. Further, the MSD shall conduct a mid-term assessment or evaluation of the Contractor. Based on its assessment, the CSC RO II may pre-terminate the contract for failure of the Contractor to perform its obligations thereon following the procedures prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Annex “I” of the Revised IRR of RA 9184.

SCHEDULE: CSC REGIONAL OFFICE CARIG SUR AND FIELD OFFICES OF CAGAYAN-BATANES AND ISABELA

NO. OF GUARDS	STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
1st SHIFT				
3	Lobby Guard	7:00AM – 3:00PM	8	MON-SUN
2nd SHIFT				
3	Lobby Guard	3:00PM – 11:00PM	8	MON-SUN
3rd SHIFT				
3	Lobby Guard	11:00PM – 7:00AM	8	MON-SUN

SCHEDULE: FIELD OFFICES OF NUEVA VIZCAYA AND QUIRINO

NO. OF GUARDS	STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
1st SHIFT				
2	Lobby Guard	4:00PM – 12:00PM	8	MON-FRI
	Lobby Guard	8:00AM – 8:00PM	12	SAT-SUN,

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				Regular Holiday and Special Non- working day
2 nd SHIFT				
2	Lobby Guard	12:00PM – 8:00AM	8	MON-FRI
	Lobby Guard	8:00PM – 8:00AM	12	SAT-SUN, Regular Holiday and Special Non- working day

I hereby certify to comply with all the above Technical Specifications.

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

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 Schedule (which shall include breakdown of total due to Security Guards and total due to the Government) attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to those which are itemized herein.

Particulars	Rate per Security Guard
I. Total Due to the Security Guard (Please provide <u>breakdown in the Price Schedule</u>) following “Annex B”	
II. Total Due to the Government (Please provide <u>breakdown in the Price Schedule</u>) following “Annex B”	
III. Total Compensation ([Item 1 + Item 2]*13 Security Guards)	
IV. Agency Fee (20% based on RA No. 11917)	
V. 12% VAT	
VI. Contingency	
TOTAL BID AMOUNT	

Note: Salaries/wages, other benefits, and administrative and operating overhead shall be in accordance with the prevailing laws, rules and regulations.

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 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: _____

ANNEX B

PRICE SCHEDULE
AGENCY _____

@ P480.00 minimum wage
based on DOLE Wage Order No. RTW/PB 2-23

Station-->	Regional Office (RGC)	Cagayan-Batanes FO	Isabela FO	Nueva Vizcaya FO	Quirino FO
PARTICULARS	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
A. Amount Payable to Guard Per Month					
1 Monthly Wage (P480 * 30days/12mos)					
2 Service Incentive Leave(5 days * P480/12 mos)					
3 13th Month Pay (1/12* am 1)					
4 Retirement Pay (22.5days x Daily Rate/12)					
5 Night Shift Differential (Daily Rate / 8hours x 10% x # of hours)					
6 Overtime Pay (Equivalent Overtime Pay Per Month)					
Ordinary day (125%)	=1.25*hourly/rate*no. of excess hours*(104 weekends in a year divide by 12 months)				
Regular Holiday (280%)	=2.8*hourly/rate*no. of excess hours*(12 regular holidays in a year divide by 12 months)				
Special non-working days (165%)	=1.65*hourly/rate*no. of excess hours*(8 special non-working days in a year divide by 12 months)				
SUBTOTAL					
B. Amount Payable to Government In Favor of the Guard					
1 SSS Contribution					
Contributions effective January 2023					
2 Philhealth contribution					
Philhealth Circular 2019-0009					
3 ECC					
Contributions effective January 2023					
4 Pay-ibig contribution					
Pay/ibig Circular No. 460					
SUBTOTAL					
C. Total (A +B)					
D. Agency Administrative Overhead Margin (shall not be less than 20%) RA 11917					
E. Total (C+D)					
F. Value Added Tax (12% of D)					
G Contract Rate Per Security Guard Per Month					
Number of Security Guard	3	3	3	2	2
ABC Per Station Per Month					
Number of Months	12	12	12	12	12
Approved Budget Cost for the Provision of Security Services					
H Grand Total (H + I)					

*** Retirement plan of the agency for its security guards will be considered in the evaluation of bid. For the Field Offices of Quirino and Nueva Vizcaya, the guards should be on a 12-hour shift on Regular and Special Non-Working Days.**

Name: _____
 Legal Capacity: _____
 Signature: _____
 Duly authorized to sign the Bid for and behalf of: _____
 Date: _____

CIVIL SERVICE COMMISSION
Regional Office II

For Security Services
@ P480.00 minimum wage
based on DOLE Wage Order No. RTWIPB 2-23

Indicative breakdown of the salary of a Security Guard

Station-->	Regional Office (RGC)	Cagayan-Batanes FO	Isabela FO	Nueva Vizcaya FO	Quirino FO
	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
A. Amount Payable to Guard Per Month					
1 Monthly Wage (P 480 * 395days/12 mos.)	15,800.00	15,800.00	15,800.00	15,800.00	15,800.00
2 Service Incentive Leave(5 days * P 480/ 12 mos)	200.00	200.00	200.00	200.00	200.00
3 13th Month Pay (1/12* item 1)	1,316.67	1,316.67	1,316.67	1,316.67	1,316.67
4 Retirement Pay (22.5days x Daily Rate)(12)	900.00	900.00	900.00	900.00	900.00
5 Night Shift Differential (Daily Rate / 8hours x 10% x # of hours)	526.67	526.67	526.67	790.00	790.00
6 Overtime Pay (Equivalent Overtime Pay Per Month)					
Ordinary day (125%)				2,601.00	2,601.00
Regular Holiday (200%)				624.00	624.00
Special non-working days (165%)				270.40	270.40
SUBTOTAL	18,743.34	18,743.34	18,743.34	21,607.67	21,607.67
B. Amount Payable to Government In Favor of the Guard					
1 SSS Contribution	1,520.00	1,520.00	1,520.00	1,520.00	1,520.00
2 Philhealth contribution	395.00	395.00	395.00	395.00	395.00
3 ECC	30.00	30.00	30.00	30.00	30.00
4 Pag-ibig contribution	200.00	200.00	200.00	200.00	200.00
SUBTOTAL	2,145.00	2,145.00	2,145.00	2,145.00	2,145.00
C. Total (A+B)	20,888.34	20,888.34	20,888.34	23,752.67	23,752.67
D. Agency Administrative Overhead Margin (shall not be less than RA 11917)	4,177.67	4,177.67	4,177.67	4,750.53	4,750.53
E. Total (C+D)	25,066.01	25,066.01	25,066.01	28,503.20	28,503.20
F. Value Added Tax (12% of D)	501.32	501.32	501.32	570.06	570.06
G Contract Rate Per Security Guard Per Month	25,567.33	25,567.33	25,567.33	29,073.26	29,073.26
Number of Security Guard	3	3	3	2	2
ABC Per Station Per Month	76,701.99	76,701.99	76,701.99	58,146.52	58,146.52
Number of Months	12	12	12	12	12
Approved Budget Cost for the Provision of Security Services	920,423.88	920,423.88	920,423.88	697,756.24	697,756.24
H Grand Total	4,156,788.12				

* Retirement plan of the agency for its security guards will be considered in the evaluation of bid.
For the Field Offices of Quirino and Nueva Vizcaya, the guards should be on a 12-hour shift on Regular and Special Non-Working Days.

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)

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]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

