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# Procurement of GOODS

## Procurement of Security Services in the CSC Central Office

Project I.D. No. 2023-09 /  
Purchase Request (PR) No. 2023-03-031

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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***



IBP Road, Constitution Hills, Batasang Pambansa Complex  
1126 Quezon City, Philippines

## **Invitation to Bid for the “Procurement of Security Services in the CSC Central Office”**

1. The Civil Service Commission – Central Office through the General Fund intends to apply the sum of **Seven Million Pesos (Php7,000,000.00)** *inclusive of government/ applicable taxes* being the Approved Budget for the Contract (ABC) to payments under the contract for the “**Procurement of Security Services in the CSC Central Office**” under Project I.D. No. 2023-09 / Purchase Request (PR) No. 2023-03-031. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Civil Service Commission – Central Office now invites bids for the above Procurement Project. Delivery of the Goods as specified in in Section VI (Schedule of Requirements) of the Bidding Documents. Bidders should have completed within **Five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 R.A. No. 5183.

4. Prospective Bidders may obtain further information from the Civil Service Commission – Central Office, through the CSC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hour.
5. A complete set of Bidding Documents may be acquired by interested Bidders from April 11, 2023 and onwards from the [www.csc.gov.ph/procurement](http://www.csc.gov.ph/procurement) (CSC Website). Upon submission of bids, the bidder shall pay the fee in the amount of **Ten Thousand Pesos (PHP10,000.00)**. The bidding documents may also be secured from the CSC BAC-Secretariat upon payment of the corresponding fee. The Procuring Entity shall

allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.

The CSC accepts manual payment at the CSC Cashier Unit located at the CSC Mainbuilding, or online payment with the Land Bank of the Philippines (LBP) through Deposit/Fund Transfer to the CSC Bids and Awards Committee Account at the LBP - Batasan Branch with the following details:

Account Name: CSC BIDS AND AWARDS COMMITTEE  
Account Number: 003122-1019-82

The Bidders shall submit and send through email at **csc.ofam.pmd@gmail.com** a scanned or screenshot image of the Transaction Receipt/ Deposit Slip/ Official Receipt as their proof of payment at least a day before the date of bid opening.

Bidders which previously purchased and paid fee for the Public Bidding Documents (PBD) during the first bidding may no longer required to pay the bidding documents fee during the second bidding and thereafter for the aforesaid project.

6. The Civil Service Commission – Central Office will hold a **Pre-Bid Conference** on **April 13, 2023 at 10:30 a.m. through videoconferencing** using *Microsoft (MS) Teams* as platform and shall be open to interested bidders. Below is the invitation link to the pre-bid conference:

Link here:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ODkyZDc3YWItMDI3Zi00NzhlTgyZmEtMjJhNDc0YTMyZyly%40thread.v2/0?context=%7b%22id%22%3a%22b18ff772-1cac-4521-9a8b-f077b03a9db6%22%2c%22oid%22%3a%22d3e2eff5-d07e-4d8c-b558-e4614f86a95c%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODkyZDc3YWItMDI3Zi00NzhlTgyZmEtMjJhNDc0YTMyZyly%40thread.v2/0?context=%7b%22id%22%3a%22b18ff772-1cac-4521-9a8b-f077b03a9db6%22%2c%22oid%22%3a%22d3e2eff5-d07e-4d8c-b558-e4614f86a95c%22%7d)

7. **Bids must be duly received by the BAC Secretariat through online or electronic submission** at the email address, *csc.ofam.pmd@gmail.com*, as indicated below on or before **May 4, 2023 at 9:00 a.m.** Late bids shall not be accepted.

Submission and opening of bids will be done pursuant to the guidelines set forth in GPPB Resolution No. 09-2020 and GPPB Resolution No. 12-2020. Bidders are requested to **submit manually or physically one (1) set original copy of the bid documents (in hardcopy)** which shall serve as reference of the BAC on or before **May 4, 2023 at 9:00 a.m.** at the *OFAM Room, Basement, CSC Central Office, IBP Road, Constitution Hills, Quezon City* as indicated below.

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 **May 4, 2023 at 10:30 a.m.** through videoconferencing via Microsoft (MS) Teams using an invitation link below:

Link here:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YzQ0ZTg4MGMtNzFkOC00NmYwLThmZGEtZTgzZmlxOTYzNmQ0%40thread.v2/0?context=%7b%22id%22%3a%22b18ff772-1cac-4521-9a8b-f077b03a9db6%22%2c%22oid%22%3a%22d3e2eff5-d07e-4d8c-b558-e4614f86a95c%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzQ0ZTg4MGMtNzFkOC00NmYwLThmZGEtZTgzZmlxOTYzNmQ0%40thread.v2/0?context=%7b%22id%22%3a%22b18ff772-1cac-4521-9a8b-f077b03a9db6%22%2c%22oid%22%3a%22d3e2eff5-d07e-4d8c-b558-e4614f86a95c%22%7d)



Pursuant to Item 4.2 (B) of the GPPB Resolution No. 09-2020, Bidder must allow to a password-protected Bidding Documents on opening date and time. The passwords for accessing the file will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology.

In case of technicality/error in opening of electronic bid documents using password or problem in the internet connection in the CSC, **the BAC shall physically open and check the submitted hardcopy of bid documents** and which shall serve as references of the BAC in the bidding.

10. Prior to the schedule of the Pre-Bid Conference and Bid Opening, representative(s) of prospective bidders must present Letter of Intent/Authorization Letter from their company and must have a valid Identification Card (Company ID or any Government-issued ID) which may be done in person or through electronic means.
11. The Civil Service Commission – Central Office 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:

CSC-CO BAC Secretariat  
Civil Service Commission – Central Office  
IBP Road, Constitution Hills, Quezon City  
Trunkline No. (02) 8931-7935 or 39, local 508  
Direct Line: (02) 8931-7990; Fax No. 8931-8029  
Email Address: csc.ofam.pmd@gmail.com

13. You may visit the following website for downloading of Bidding Documents.

**[www.csc.gov.ph/procurement](http://www.csc.gov.ph/procurement) or [www.philgeps.gov.ph](http://www.philgeps.gov.ph)**



**ATTY. ARIEL G. RONQUILLO**  
CSC Assistant Commissioner  
*Chairperson, CSC CO Bids and Awards Committee (BAC)*

April 4, 2023

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

## **1. Scope of Bid**

The Procuring Entity, Civil Service Commission – Central Office wishes to receive Bids for the “**Procurement of Security Services in the CSC Central Office**” under Project I.D. No. 2023-09 / Purchase Request (PR) No. 2023-03-031.

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

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of **Php7,000,000.00**.

2.2. The source of funding is the CY 2023 General Fund.

## **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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **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 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 until the **September 4, 2023**. 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**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

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

## **20. Post-Qualification**

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**

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, <u>contracts similar to the Project</u> shall be:</p> <p style="margin-left: 40px;"><b>a. Supply of Security Personnel (SP), materials/equipment, and supervision to provide security services in shift schedules.</b></p> <p style="margin-left: 40px;"><b>b. Completed in the Five (5) years prior to the deadline for the submission and receipt of bids.</b></p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP in Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.
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> <p style="margin-left: 40px;">a. The amount of not less than <b>Php140,000.00</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <b>Php350,000.00</b>, if bid security is in Surety Bond.</p>
15	<p><b>Bidders are requested to <u>submit manually one (1) set original copy of bid documents (in hardcopy)</u> on or before <b>May 4, 2023 at 9:00 a.m.</b> at Civil Service Commission – Central Office, IBP Road, Constitution Hills, Quezon City.</b></p>
19.3	The Project shall be awarded in one Contract.
20.2	<p>For purposes of Post-Qualification, the following document(s) shall be required:</p> <ol style="list-style-type: none"> <li>1. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion.</li> <li>2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).</li> <li>3. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), if bidder opted to submit the eligibility documents under the Certificate during opening of bids.</li> </ol> <p>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.</p>

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered to Quezon City. In accordance with INCOTERMS.”</p> <p>The delivery terms applicable to this Contract are delivered to Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Engr. Efren A. Capanan</b> of Office for Financial and Assets Management (OFAM).</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol> <p>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.</p>

	<p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of six (6) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within a month of placing the order.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier</p>



	<p>Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

## *Section VI. Schedule of Requirements*

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months	Statement of Compliance of the Bidder
1	Procurement of Security Services for the CSC Central Office	Lot	1	The project requires the <b><u>supply of Security Personnel (SP), materials/equipment, and supervision to provide security services for the CSC Central Office</u></b> in shift schedules as provided under Item K (Security Personnel Assignment) of the Terms of Reference/ Technical Specifications for a <b><u>period of one (1) year.</u></b>	

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

# Technical Specifications

Item	Specification	Statement of Compliance of the Bidder
	<p><b>Project Title : Procurement of Security Services in the CSC Central Office</b></p> <p>Location : <b>CSC -- Central Office</b>            Batasan Complex, Constitutional Hills            Diliman, Quezon City</p> <p>.....</p> <p><b>A. Project Description</b></p> <p>The Civil Service Commission – Central Office (CSC-CO) requires the services of a Private Security Agency <b>in order</b> to safeguard and secure the facilities, properties, and personnel of the Commission.</p> <p>The CSC-CO compound is a 3.8 hectares of land which houses the following: Main Building consisting of five (5) floors starting from the Basement to the Main Building Roofdeck; ERPO 3-storey building with roof deck; Multipurpose Court; Covered Parking Area; IRMO Library; IRMO Records Building; and the 4-storey CSC Resource Center Building and the surrounding garden within the perimeter fence.</p> <p>The project requires the supply of Security Personnel (SP), materials/equipment, and supervision to provide security services for the CSC-CO in shift schedules as provided under item K of this Terms of Reference for a period of one (1) year.</p> <p><b>B. Purpose and Objective</b></p> <p>The project requires the services of a Security Agency (SA) that would implement the CSC-CO Security Plan in cooperation with the Office for Financial and Assets Management – Building and Grounds Maintenance Division (OFAM-BGMD) <b>in order</b> to maintain a safe and secure Office environment for the entire CSC-CO compound and to all those who are coming in.</p> <p><b>C. Legal Basis</b></p> <p>Section 518 of the Service Contracts of the Government Accounting Manual (GAM) provides that, “departments, bureau, offices, or agencies of the national government are authorized to enter into contracts with private firms and non-governmental organizations for services related or incidental to their respective functions and operations, through public bidding or negotiated contracts, whenever it is impractical or more expensive for the government to directly undertake such functions and operations, subject to accounting and auditing rules and regulations.”</p>	

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This procurement shall be in accordance with the general provisions, specifications, and other requirements of the CSC and the guidelines under the Revised Implementing Rules and Regulations (RIRR) of R.A. No. 9184, otherwise known as “*The Government Procurement Reform Act (GPRA)*”. Specifically, the procurement of this security services is based on, and consistent with, the duly approved Annual Procurement Plan (APP) of the Commission.

**D. Place/Location**

The SA shall provide security guard services to secure, safeguard, and protect subject properties and premises against theft, pilferage, robbery, arson, sabotage, destruction, or any unlawful acts by any person to the Civil Service Commission – Central Office located at Batasan Complex, Constitution Hills, Quezon City.

**E. Approved Budget for the Contract (ABC)**

The approved budget for the Contract is Seven Million Pesos (Php7,000,000.00) inclusive of VAT.

**F. Qualification of Bidders**

The capability of the Security Service Provider/SA shall be gauged by the extent and quality of its relevant experience, performance and track record, and financial capability based on the following:

1. Must be a registered SA of the Philippine National Police – Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) with a current License to Operate;
2. Must have at least five (5) years of continuing business experience as SA, with an existing number of at least fifty (50) Security Personnel (SP) at the time of submission of the bidding documents and not blacklisted in any government entity;
3. Must conduct a site inspection and present a detailed Security Survey presented in terms of hard and soft copies before the bidding committee prior to the bidding proper;
4. Must submit a proposed Security Plan as part of bid documents which shall include the following standard operating procedures:
  - Community Linkage;
  - Property Handling;
  - Security and Risk Assessment; and
  - Administrative Sanctions on violations committed by guards;
5. Must have a single largest contract equivalent to at least 50% of the ABC and with previous or current contracts in any government entity, hospitals, malls and banks;

	<b>Statement of Compliance of the Bidder</b>
<p>6. Must have at least two (2) or more personnel handling administrative functions and shall submit an organizational chart with complete telephone and cellphone details, during the post-qualification phase;</p> <p>7. Must have at least twelve (12) registered or owned firearms with ammunitions as specified under the required logistics of item G.1 of this TOR duly registered/licensed, two-way radios and other equipment ready for use of its security personnel;</p> <p>8. The SA must issue a certification under oath to be attached to the bidding documents that they have no pending criminal or administrative case before any tribunal or courts; <b>and</b></p> <p>9. Must present a certification/s from previously or latest company/ies or agency/ies that they satisfactorily rendered security services and administrative management (i.e. on-time mandatory remittances to SSS, HDMF, PHILHEALTH, and submission of monthly billings) for the last two (2) years.</p> <p><b>G. Required Qualifications of Security Personnel (SPs)</b></p> <p>The SA shall deploy a total of fifteen (15) Security Personnel (SP) in the CSC-CO with the following qualifications (must submit photocopies of credentials and show the original copies):</p> <p>1. One (1) Detachment Commander and one (1) Asst. Detachment Commander qualifications:</p> <p>1.1 Must be a Filipino citizen and preferably a college graduate;</p> <p>1.2 Must be computer literate and can prepare communications;</p> <p>1.3 Must have earned bachelor's units/training from Armed Forces of the Philippines Military Service, Philippine National Police Academy or any equivalent Security/ Military services institution;</p> <p>1.4 Must have a current PNP-SOSIA license for Security Officer;</p> <p>1.5 Must comply with the firearm registration and possession requirements under Republic Act (RA) 10591 and other applicable laws;</p> <p>1.6 Must have at least three (3) years of extensive work experience in implementing a security plan and security operations;</p> <p>1.7 Must have no pending criminal case filed in court or any police record involving criminal acts;</p> <p>1.8 Must be duly licensed and cleared by PNP, NBI, and other government offices issuing clearances for employment; and</p> <p>1.9 Must be physically and mentally fit and must have passed the neuropsychological examination and drug testing, as evidenced by a medical certificate issued by a DOH accredited Medical Service Provider;</p>	

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2. Thirteen (13) Security Guards (SG) qualifications:
- 2.1 Must have a current PNP-SOSIA license for Security Guards;
  - 2.2 Must comply with the firearm registration and possession requirements under Republic Act (RA) 10591 and other applicable laws;
  - 2.3 Must be a Filipino citizen and at least a high school graduate;
  - 2.4 Must be physically and mentally fit as certified by the SA;
  - 2.5 Must have passed and undergone regular security service training, at least 8 hours of disaster risk reduction management training, psychological evaluation test, neuropsychological examination, and drug test, as evidenced by a medical certificate issued by a DOH accredited Medical Service Provider;
  - 2.6 Must have at least one (1) year experience as Security Guard as evidence by recommendation from the latest company deployment;
  - 2.7 Must have no pending criminal case filed in court or any police record involving criminal acts;
  - 2.8 Must be duly licensed and cleared by PNP, NBI and other government offices issuing clearances for employment; and
  - 2.9 Must possess such other qualifications required by Republic Act No. 5487, under Rule V, Section 3.

**H. Required Logistics**

The SA shall provide the following security equipment:

**1. Firearms:**

- Ten (10) pistols (.9mm)
- Two (2) shotguns

**2. Security Equipment/Tools/Supplies:**

- Two (2) sets of office tools/supplies (stapler, puncher, staple remover, cutter, scissors, ruler, tape dispenser)
- One (1) unit spine board
- Two (2) units under chassis mirror
- Three (3) units metal detector
- Two (2) units Full Body 24-Zone Scanner (LED) Specifications:

high-security performance and detection  
twenty-four (24) overlapping detection zones  
twenty-four (24) zone LED display on the side panels  
Adjustable sensitivity settings  
Sound & LED alarm: Both Side LED indicator, easily show where the metal is  
With counters for passenger flow and alarm  
Wood and PVC panel mater  
Harmless to heart pacemaker installed in human bodies, pregnant women, cameras, recording tapes, etc.

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- Four (4) units heavy duty flashlights
- Fifteen (15) units night stick
- Fifteen (15) pieces big umbrella
- Two (2) units Guards Tour System with ten (10) checkpoint chips each
- 1 set office computer and printer to be used for security reports communications and other security-related documents.

***Computer and Printer Specifications:***

Desktop Unit Specification

*Hardware*

Processor: At least i3

RAM: Minimum of 4GB

HDD: Minimum of 500 GB

Video Card: Minimum of 1GB, 128 bit

*Software*

Operating System (OS): Licensed

*Peripherals*

Mouse

Keyboard

Printer:

Any brand with All-in-One purpose (Printer Inkjet with Scanner and Copy)

**3. Communication Equipment**

- Fifteen (15) units brand new two-way portable radio with charger (high frequency)
- Fifteen (15) reserve battery packs

The detachment/assistant commander and a BGMD representative shall certify that all Security Services equipment, tools, and supplies are in good, and working condition and ready for use. Said certification must be issued and attached every billing period.

Any security equipment, tools, and supplies found to be defective during the inspection to be conducted twice a month before the billing period, shall be replaced or be repaired within Seventy-Two (72) hours. Failure to replace or repair the defective equipment/tools/supplies shall give rise to Liquidated Damages (LD) of 1/10<sup>th</sup> of 1% of the total cost of the monthly administrative overhead for every day of delay in the repair/replacement of the same and the cost of penalty shall be deducted for the applicable billing period.

Further, within seven (7) days after due notice, failure to replace or repair any of the above-mentioned equipment/tools/supplies within the contract period shall be a ground for the termination of the contract.



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**4. Security Supplies**

- Supply of five hundred (500) pcs. Visitors ID (PVC laminated) with clip (color and code of the IDs per year shall be based on the requirements indicated in the CSC- CO Security Plan).
- Supply of thirty (30) ball pens and fifteen (15) pocket size notepad (At least one (1) ball pen with pocket size notepad for each guard per month, must be part of their daily uniform).
- At least thirty (30) pcs. with 500 leaves logbook per month (good quality)
- One (1) ream A4 size bond paper and two (2) reams legal size bond paper per month, at least 70 gsm.
- One (1) box Staple wire
- Six (6) roll Clear tape (12mm x 25m)
- Medicine Kit (every quarter )
- One Hundred (100) pcs of paracetamol
- Three (3) packs cotton balls (at least 500 balls)
- Eighty (80) bottles 500ml alcohol (for sanitation at lobby and gate)
- Three (3) bottles of 120ml povidone iodine;
- Fifteen (15) bottle 60ml povidone iodine;
- Fifty (50) pcs of sterile plaster
- One (1) box gauze pad (2x2, 12 ply, 50pcs./box)
- One (1) roll micropore tape (1", 5 meters)
- Fifty (50) pcs. lopemeramide
- Must ensure that the printer will not run out of ink.

The SSP shall also submit as part of its bid proposal/document the detailed breakdown of cost per unit/item/piece of all supplies as specified in item H.4 of this TOR which shall be the basis of the CSC to determine the actual cost to be paid upon ordering of supplies.

A monthly list of supplies will be forwarded by OFAM-BGMD every 15<sup>th</sup> day of the month to the Security Services administrative staff for procurement which shall be delivered not later than the 1st day of the succeeding month. Actual cost of the requested and delivered supplies shall be reflected on the applicable billing period and failure to deliver on the schedule shall give rise to an LD of 1/10<sup>th</sup> of 1% of the cost of undelivered supplies for every day of delay based on the itemized cost breakdown submitted.

Nevertheless, should the requested supplies can no longer be delivered until the 10<sup>th</sup> day of the succeeding month, the cost of the penalty incurred plus the actual amount of the undelivered supplies shall be deducted from the applicable billing period.

Moreover, the supplies for a particular month should be delivered only upon request by OFAM-BGMD. No billing shall be made for undelivered supplies.

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**5. Uniform**

SA should ensure compliance with SOSIA Private Security Personnel Uniform and Equipment Board Resolution No. 2017-001 dated December 22, 2017 or the Rationalization of the Standard Types and Specifications of Uniforms for Posted Private Security Personnel. (Due to area of assignment, it is preferred however that SPs' uniform is short sleeves.)

All guards including the detachment commander and assistant commander must be provided with raincoats and rain boots.

**I. Terms and Conditions**

1. The SA shall provide the security guards with a complete uniform and all the paraphernalia necessary in the performance of their duties.
2. The SA shall provide a copy of the employee's handbook which shall be submitted to OFAM-BGMD. Implementation of its provision shall be strictly monitored by the Detachment Commander and his assistant;
3. The SA shall assume responsibility and accountability for the performance of duties of its assigned SPs and be responsible to CSC-CO and third parties, as the case may be, for any death or injury caused by the guards or for any loss and damage sustained by the latter arising from negligence, offenses committed by the guards until proven innocent of the charges/claim.
4. The SA shall be aware that there is no employer-employee relationship existing between the CSC and the SPs assigned or to be assigned by the SA to the latter. Accordingly, the CSC shall not be responsible for any and all claims for personal injury or death arises out of or in the course of the performance of the guard duties.
5. The SA shall be solely responsible for all indemnities to its guards, which may arise under existing laws, and shall comply with the provisions of all other laws of the Republic of the Philippines relative to its employees.
6. The SA shall provide each guard with the appropriate and licensed firearms, ammunition, and all other required logistics as specified in the contract.
7. The SA shall exercise effective administration, control, supervision, and inspection, through its Detachment Commander/Shift Officers, to prevent any violation or commission of anomalous acts by the guards, whether on or off duty, be liable for any wilful, intentional, or negligent act or omission of the guards resulting to death or injury to CSC's personnel or visitors, or damage or loss to the Civil Service Commission's properties or those of its personnel or visitors within the service areas.
8. The SA shall provide the CSC-CO with the agreed number of SP, and any increase or decrease, or change of assigned SP shall require the approval of the Civil Service Commission through the OFAM-BGMD.
9. The SA shall ensure that all the deployed SP in the CSC-CO have updated Security Officer/Guard licenses within the duration and effectivity of the contract service. No guard shall be given a security services schedule in case of an expired license.

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10. The term of the Contract for the winning SA/Contractor shall be for one (1) year. It may be renewed every year but not to exceed THREE (3) years, subject to the implementing laws and rules on procurement, and if the CSC finds the performance of the SP satisfactory or with a numerical combined general average of 3.0 of all the performance evaluation of the CSC-CO assigned SP, and if the administrative aspect of the Contractor complies with all the stated provisions of this TOR. In the event the services of the Contractor extend beyond the above-cited effectivity period of this agreement, the CSC shall pay the corresponding amount due on the services rendered by the Contractor based on the agreed compensation scheme and amount specified in this TOR.

***J. Scope of Services***

The SPs shall maintain peace and order on the CSC premises. They shall watch, safeguard, and protect the properties of the CSC-CO from theft, robbery, arson, and destruction or damage. It shall likewise protect its officials, employees, and guests from threats or intimidations; and, enforce and implement rules, policies, and regulations of the CSC-CO aimed at maintaining security and safety. As such, the Security Agency shall:

1. Designate one (1) Detachment Commander and one (1) Asst. Detachment Commander from among the Fifteen (15) Security Personnel who shall render duty on a 12-hour basis;
2. The Detachment Commander shall be on duty during the day shift and Saturdays while the Assistant shall be on duty during the night shift and Sundays. Their additional function shall be to oversee the overall operation of the Security Services as well as the preparation and submission of reports and other administrative concerns that may be required by the OFAM-BGMD in the performance of their duties.
3. In addition, the guards will perform and ensure that the following rules and regulations are observed:
  - 3.1 Deal with employees, officials, and clients of the Commission with utmost courtesy;
  - 3.2 Salute incoming and outgoing officials as a form of courtesy to them;
  - 3.3 Inspect duly accomplished trip tickets before allowing CSC vehicles to leave the premises;
  - 3.4 Record in the logbook all incoming and outgoing CSC vehicles, including plate number, name of the driver, time of arrival and departure from the CSC premises;
  - 3.5 Inspect and record in the logbook all incoming and outgoing non-CSC vehicles including the time they arrive and leave the premises;
  - 3.6 Determine the number of passengers of all incoming and outgoing non-CSC vehicles and request for an I.D. of the driver which will only be returned upon their departure;

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- 3.7 Submit reports of accidents such as burglary and any other untoward incident to the Office for Financial and Assets Management (OFAM) thru the Building and Grounds Maintenance Division (BGMD) within twelve (12) hours from the time of occurrence. Likewise, a police report shall be submitted to OFAM thereafter;
- 3.8 Stay at their respective assigned posts when on duty except when assigned as a roving SP. SP who are caught not in their assigned posts shall be required to explain and the same shall constitute a ground for disciplinary action or replacement, unless with valid reason;
- 3.9 Conduct a weekly formation, preferably Saturday morning, to maintain the alertness and fitness of the SP;
- 3.10 Record the names of all incoming and outgoing CSC employees, Job Order Contractors, and those under Contract of Service including the time they arrive and leave the premises;
- 3.11 Screen and ensure that all incoming and outgoing CSC visitors sign the visitor's logbook, including the time they arrive and leave the premises;
- 3.12 Ensure that the Guard House shall be used only by authorized persons;
- 3.13 Strictly enforce the Civil Service Commission-Central Office Security Plan and other additional House Rules and Regulations that the CSC may impose to further secure its personnel, equipment, and facilities;
- 3.14 Enroll in the CSC biometrics to ensure accuracy in recording the time-in and time-out entries of the guards' attendance and punctuality; and
- 3.16 Submit every morning to OFAM-BGMD all required reports such as but not limited to any acts or incidents that are not in conformance to the security policy of the CSC-CO; list of guests who arrive in the CSC-CO with the corresponding information relative to the purpose and details of arrival; etc.
- 3.17 Ensure full compliance with the prescribed minimum public health standards, as required in the government issuance/guidelines.

***K. Security Personnel Assignment***

- 1. Two shifts will be adopted in the SP assignments, one shift (10 guards) will be assigned during the day time and the other shift (5 guards) will be assigned at night time. There will be a rotation on the schedule of assignments. All SPs may be assigned at any shift schedule.
- 2. SP will be deployed for twelve (12) hours of duty daily, a maximum of six (6) days a week. No SP shall be allowed to render (24) hours of duty daily. However, the SP assignment is subject to change as the need arises. There shall be no instance that an SP will leave the post until the next shift has arrived or has a reliever.

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***L. Mode of Payment***

1. For and in consideration of the above services, the CSC shall pay the SA the total sum of Php\_\_\_\_\_ per annum for all Fifteen (15) SPs. The number of SPs considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period. The computation of payment shall be based on the actual services rendered by the SP and all applicable laws as issued by the Department of Labor and Employment (DOLE). A deduction on the monthly billing shall also be observed upon non-compliance with any provisions of this TOR.
2. The SA shall pay the salaries of the SPs twice a month but shall not exceed an interval of fifteen (15) days per pay period thru ATM payroll. The date shall be established by the SA, however, dates of salaries shall be consistent for the whole duration of the contract. The payment of salaries shall be implemented on the date as to be established by the SA during the contract signing, even if, for some reason or the other, the SA fails to collect on time from CSC.

In case the SA pay the salaries of SP in advance, the actual salaries due to them as computed during the submission of the billing for the particular period must be properly accounted for by the SA and given to the SP concerned.

3. The SA shall bill the CSC twice a month. The reckoning time of ten (10) working days for the processing and releasing of the check payment by the CSC shall take effect upon submission of all the required documents, including among others, the following:
  - 3.1 A certification by the OFAM-BGMD that the services for which payment is being claimed have been rendered or delivered in accordance with terms of the contract between the parties and have been duly accepted;
  - 3.2 A certification by the OFAM-BGMD that the supplies, materials, and equipment as provided in the contract are delivered on time and are in good working condition;
  - 3.3 A certification from the SA that it has fully paid all wages of SP for the preceding month in accordance with the provisions of the Minimum Wage law, the new Labor Code, and other pertinent laws and decrees, together with the duly signed copies of pay slip of the SP;
  - 3.4 The SA shall furnish the CSC copies of the prior month's mandatory deductions/contributions i.e., SSS, BIR, PAG-IBIG, Philhealth remittances, and other legal contributions/deductions on the SPs monthly payroll.
  - 3.5 Duly signed Daily Time Record (DTR) printed out from the biometrics.
  - 3.6 Summary of Attendance/Tardiness & Undertime incurred duly signed by the appointed Commander of the SA.

**Statement of Compliance of the Bidder**

- 3.7 A billing statement and statement of account.
- 3.8 Disbursement Voucher and Obligation Request Form, a softcopy of which will be provided by the CSC.

Given the above provisions, an example would be as follows:

Work period: March 1 to 15, 2023

Contractor payment to SPs: on or before March 25, 2023

Expected submission of billing to CSC-CO: on or before March 30, 2023

Releasing of Check by the CSC-CO to SA: on or before April 10, 2023

Work period: March 16 to 31, 2023

Contractor payment to SPs: on or before April 10, 2023

Expected submission of billing to CSC-CO: on or before April 15, 2023

Releasing of Check by the CSC-CO to SA: on or before April 25, 2023

Remittance to Government Agencies Period:

Remittance of March, 2023 deduction remittances is on or before March 10, 2023

- Hence, copy of remittances from March, 2023 salaries must be included on April 1-15, 2023 billing.

- 4. Failure of the SA to submit and comply on time with all the requirements, documents, and payment arrangements as mentioned in this TOR, without just cause as determined by OFAM, will be considered as ground for imposition of a penalty of 1/10 of 1% of the gross monthly billing for every day of delay. Non-compliance with the said provision three times and after three written notices from CSC through OFAM, within the duration of the contract, shall be a ground for the termination of the contract.
- 5. In cases of overtime services, the computation shall be based on the following computation:

$(\text{Basic Daily Rate})/8 \times \text{No. of OT Hours} \times \text{Applicable Percentage}$

In the computation of the contract amount, the number of working/paid days in a year is three hundred thirteen (313) days. In this context, 100% of the applicable percentage in cases of OT pay for a particular holiday is already included in the monthly billing computation, it is therefore understood that the remaining applicable percentage will be added to the payment claim of the SP who shall be requested for overtime.

- 6. No advance payment shall be made as provided in Section 88 of PD 1445 (Statutes – Ordaining and Instituting a Government Auditing Code of the Philippines). The same is subject to the required applicable Government Taxes.

**Statement of  
Compliance of  
the Bidder**

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7. The CSC reserves the right to review the submitted statement of accounts or billing submitted by the SA. In case of questionable billings and statements of accounts of CSC's obligations of the cut-off billing in question, processing of the same shall be suspended until such time that the SA has furnished the CSC with all the supporting documents and papers required and the SA has made the necessary clarifications and corrections.
8. The SA shall ensure the payment of all benefits, salaries, and wages of assigned SP at CSC under this project. CSC shall not be directly responsible for the payment of such benefits, salaries, and wages unless otherwise, required by a competent authority or as may be provided by law.
9. The SA shall be entitled to an adjustment of the stipulated contract price subject to the CSC's consent and approval in the event that the minimum wage is increased or in the event that increased fringe benefits in favour of the employees are promulgated by law, executive order, decree, or Wage Order subsequent to the execution of this contract. The increase shall be equivalent to the amount of increase in the minimum wage or the amount of increased fringe benefits promulgated or both as the case may be.

***M. Supervision, Control, and Quarterly Evaluation of Services***

The SA shall exercise discipline, supervision, control, and administration over its guards in accordance with law, ordinances, and pertinent governmental rules and regulations as well as the rules and policies that shall be laid down by the CSC.

The SA will be subjected to quarterly evaluation of services both on the security services of their detailed guards and the administrative aspect such as on delivery of supplies and compliance to requirements of the CSC-CO.

***N. Retention of SPs***

The CSC may recommend the retention of at least six (6) SPs who meet the minimum requirements for the SP qualifications as mentioned in item H of this TOR, provided that said SPs has no derogatory record.

***O. Replacement of Any SP***

The SA must change or replace a guard at any time whose work is found to be below standard, or whose conduct has been found to incur two succeeding unsatisfactory performances based on a quarterly evaluation conducted by OFAM, or if the conduct is prejudicial to the CSC's interest, as determined by the OFAM. The judgment of the OFAM on such matter shall be final and binding and should the SA refuse to replace the SP concerned, the CSC thru OFAM may constitute the same as a valid cause for the termination of the contract.

**Statement of  
Compliance of  
the Bidder**

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In case, an SP assigned in the CSC incur any sickness, such as but not limited to high blood pressure, gout, heart ailment, tuberculosis, pneumonia, hepatitis B, or any other physical or mental condition that may affect their capacity to perform their regular functions, shall be immediately replaced by the SA. The said SP can be redeployed to CSC upon submission of a medical certificate and a clearance by the SA that he/she is fit to work as a Security Personnel.

***P. Amendments***

Any amendment/s to the agreements between the parties shall be mutually agreed upon by both parties and shall be reduced to a written instrument signed by the duly authorized representatives of both parties, and which instrument shall form an integral part of this TOR.

***Q. Pre-Termination of the Contract***

- a. The contract for the Security Service may be pre-terminated by the CSC for any violation of the terms herein provided and any additional provision that may be added in the Contract. In case of pre-termination, the Contractor shall be informed by CSC, thirty (30) calendar days prior to such pre-termination.
- b. In case of pre-termination, the Contractor shall be liable for liquidated damages equivalent to 1/10<sup>th</sup> of one percent (1%) of the contract price and forfeiture of the Performance Security as provided under RA 9184.
- c. The CSC shall have the right to blacklist the Contractor in case of pre-termination.

***R. Separability Clause***

If any provision or portion of the agreements between the parties are found invalid by the appropriate authority, the rest of the contract shall remain in force and effect.

***S. Governing Law***

The Agreement between the parties shall be governed by and construed in accordance with Philippine Laws and in the event of litigation the venue shall be in Quezon City, to the exclusion of all other venues.

\* \* \*



**Additional Documents:**

- A. Summary of Breakdown of Contract Cost for Security Services**
- B. Detailed Supplies Cost for the Security Services in the CSC-CO**
- C. Blank Form of Summary of Breakdown of Contract Cost for Security Services**

Summary of Breakdown of Contract Cost for Security Services																
	Item Ref:	Wage Order No. NCR-23 Effective 04 June 2022			Wage Order No. NCR-23 Effective 04 June 2022			Wage Order No. NCR-23 Effective 04 June 2022			Wage Order No. NCR-23 Effective 04 June 2022			Wage Order No. NCR-23 Effective 04 June 2022		
Days worked per week	A	6 days			6 days			6 days			6 days			6 days		
No. of Days/Year	B	313 days			313 days			313 days			313 days			313 days		
Yearly Work Day Breakdown		293 Regular Working Day Duty Category A			10 regular holidays Duty Category B			2 regular holiday Duty Category C			6 special holidays Duty Category B			2 special holidays Duty Category C		
Shift Schedule		Day Shift	Night Shift	Day Shift	Night Shift	Time-Off	Day Shift	Night Shift	Time-Off	Day Shift	Night Shift	Time-Off	Day Shift	Night Shift	Time-Off	
Daily Wage (NCR-22)	C	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	
Applicable Work Pay Percentage based on Duty Category & Shift Schedule	D	100%	110%	200%	220%	100%	200%	220%	100%	130%	143%	100%	130%	143%	100%	
Daily Rate based on Duty Category & Shift Schedule (C x D)	E															
Hourly Rate based on Duty Category & Shift Schedule (E / 8hrs.)	F															
Applicable % on OT in excess of 8hrs	G	125%	125%	130%	130%		130%	130%		130%	130%		130%	130%		
No. of Required OT Hours	H	4	4	4	4		4	4		4	4		4	4		
OT Rate based on Duty Category & Shift Schedule (F x G x H)	I															
Total Pay / Day / Guard (E + I)	J															
No. of Considered Day	K	293	293	10	10	10	2	2	2	6	6	6	6	6	6	
Cost per Duty Category & Shift Schedule (J x K)	L															
No. of Guards per Duty Category & Shift Schedule	M	10	5	5	5	5	5	5	5	5	5	5	5	5	5	
Total Cost per Duty Category & Shift Schedule of Guards / Year (L x M)	N															
Total Wage Per Year of 25 guards																
Add: 13th Month Pay ((DW x no. of days per yr = 313 / 12months) x 15 SP																
5 Days Incentive Pay (DWx 5days/12months) x 15 SP x 12 months																
Uniform Allowance (R.A. 5487) x 15 SP x 12 months																
<b>A. TOTAL AMOUNT DIRECTLY TO GUARDS</b>																
<b>B. AMOUNT TO GOVT IN FAVOR OF GUARD</b>																
Retirement Benefit ((RA 7641)DW x 22.5 / 12months) x 15 SP x 12 months																
SSS Premium (based on the bracket of ave. pay per month) x 15 Security Personnel x 12 months																
Philhealth Premium (based on the bracket of ave. pay per month) x 15 SP x 12 months																
State Insurance Fund x 15 Security Personnel x 12 months																
Pag-ibig Fund x 15 Security Personnel x 12 months																
<b>TOTAL AMT. TO GOVT IN FAVOR OF GUARD</b>																
<b>C. TOTAL AMOUNT TO GUARD &amp; GOVT (A+B) FOR 1 YEAR</b>																
<b>D. ADMINISTRATIVE OVERHEAD (% OF C)</b>																
<b>E. VAT (12% of Administrative Overhead)</b>																
<b>F. Supplies Cost Allocation for 1 year</b>																
<b>TOTAL YEARLY CONTRACT RATE (C+D+E+F)</b>																
<b>Legend: Duty Category for Security Personnel (SP)</b>																
<b>Duty Category A</b> - Regular working days (Monday to Friday) where there will be 18 Security Personnel for Day Shift and 7 Security Personnel for Night Shift																
<b>Duty Category B</b> - Working days on Sundays and Holidays falling on Mondays to Fridays where there will be 6 Security Personnel for Day Shift and 6 Security Personnel for Night Shift																
<b>Duty Category C</b> - Saturday Work Days whether it's a holiday or not where there will be 7 Security Personnel for Day Shift and 6 Security Personnel for Night																

Detailed Supplies Cost						
for the Security Services in the CSC-CO						
Item	Quantity	Unit	Cost per Unit/Item	Total Cost	Total Amount	
<b>SECURITY SUPPLIES</b>						
<b>A</b>	<b>Monthly Supplies</b>					
	Ballpen	30	pcs.	20.00	600.00	
	Pocket Size Note Pad	15	pcs.	20.00	300.00	
	Logbook 8.5"x11" (500 leaves)	30	pcs.	110.00	3,300.00	
	A4-sized Bond Paper (ream)	1	ream	350.00	350.00	
	Legal sized Bond Paper (ream)	2	reams	450.00	900.00	
	Staple Wire (No. 35 5000s)	1	box	50.00	50.00	
	Clear Tape (12mm x 25m)	6	rolls	48.00	288.00	
	<b>Cost of Monthly Supplies</b>				<b>5,788.00</b>	
	<b>Cost of One (1) Year Supply</b>					<b>69,456.00</b>
<b>B</b>	<b>Quarterly Supplies</b>					
	Paracetamol	100	tablets	7.00	700.00	
	Lopemeramide	50	tablets	10.00	500.00	
	Cotton Balls (500 balls / pack)	3	pack	130.00	390.00	
	Alcohol (500ml bottle) (for sanitation in the entrance lobby and gate)	80	bottles	120.00	9,600.00	
	Povidone Iodine (60ml bottle)	15	bottles	170.00	2,550.00	
	Povidone Iodine (120ml bottle)	3	bottles	400.00	1,200.00	
	Sterile plaster	50	pcs.	4.00	200.00	
	Gauze Pad (2x2, 12 ply)	50	pcs.	10.00	500.00	
	Micropore tape (1", 5 meters/roll)	1	roll	90.00	90.00	
	<b>Cost of Quarterly Supplies</b>				<b>15,730.00</b>	
	<b>Cost of One (1) year supply</b>					<b>62,920.00</b>
<b>C</b>	<b>Yearly Supply</b>					
	Visitors I.D. with plastic & clip	500	pcs.	30.00		<b>15,000.00</b>
<b>Total Cost of Supplies per Year (A+B+C)</b>						<b>147,376.00</b>

Summary of Breakdown of Contract Cost for Security Services															
	Item Ref:	Wage Order No. NCR-23 Effective 04 June 2022		Wage Order No. NCR-23 Effective 04 June 2022			Wage Order No. NCR-23 Effective 04 June 2022			Wage Order No. NCR-23 Effective 04 June 2022			Wage Order No. NCR-23 Effective 04 June 2022		
Days worked per week	A	6 days		6 days			6 days			6 days			6 days		
No. of Days/Year	B	313 days		313 days			313 days			313 days			313 days		
Yearly Work Day Breakdown		293 Regular Working Day Duty Category A		10 regular holidays Duty Category B			2 regular holiday Duty Category C			6 special holidays Duty Category B			2 special holidays Duty Category C		
Shift Schedule		Day Shift	Night Shift	Day Shift	Night Shift	Time-Off	Day Shift	Night Shift	Time-Off	Day Shift	Night Shift	Time-Off	Day Shift	Night Shift	Time-Off
Daily Wage (NCR-22)	C	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00
Applicable Work Pay Percentage based on Duty Category & Shift Schedule	D	100%	110%	200%	220%	100%	200%	220%	100%	130%	143%	100%	130%	143%	100%
Daily Rate based on Duty Category & Shift Schedule (C x D)	E														
Hourly Rate based on Duty Category & Shift Schedule (E / 8hrs.)	F														
Applicable % on OT in excess of 8hrs	G	125%	125%	130%	130%		130%	130%		130%	130%		130%	130%	
No. of Required OT Hours	H	4	4	4	4		4	4		4	4		4	4	
OT Rate based on Duty Category & Shift Schedule (F x G x H)	I														
Total Pay / Day / Guard (E + I)	J														
No. of Considered Day	K	293	293	10	10	10	2	2	2	6	6	6	6	6	6
Cost per Duty Category & Shift Schedule (J x K)	L														
No. of Guards per Duty Category & Shift Schedule	M	10	5	5	5	5	5	5	5	5	5	5	5	5	5
Total Cost per Duty Category & Shift Schedule of Guards / Year (L x M)	N														
Total Wage Per Year of 25 guards															-
Add: *13th Month Pay ((DIW x no. of days per yr = 313 / 12months) x 15 SP															
5 Days Incentive Pay (DIW x 5days/12months) x 15 SP x 12 months															
Uniform Allowance (R.A. 5487) x 15 SP x 12 months															
<b>A. TOTAL AMOUNT DIRECTLY TO GUARDS</b>															
<b>B. AMOUNT TO GOV'T IN FAVOR OF GUARD</b>															
Retirement Benefit (RA 7641) (DIW x 22.5 / 12months) x 15 SP x 12 months															
SSS Premium (based on the bracket of ave. pay per month) x 15 Security Personnel x 12 months															
Philhealth Premium (based on the bracket of ave. pay per month) x 15 SP x 12 months															
State Insurance Fund x 15 Security Personnel x 12 months															
Pag-ibig Fund x 15 Security Personnel x 12 months															
<b>TOTAL AMT. TO GOV'T IN FAVOR OF GUARD</b>															
C. TOTAL AMOUNT TO GUARD & GOV'T (A+B) FOR 1 YEAR															
D. ADMINISTRATIVE OVERHEAD (% OF C)															
E. VAT (12% of Administrative Overhead)															
F. Supplies Cost Allocation for 1 year															
<b>TOTAL YEARLY CONTRACT RATE (C+D+E+F)</b>															
<b>Legend: Duty Category for Security Personnel (SP)</b>															
<b>Duty Category A</b> - Regular working days (Monday to Friday) where there will be 18 Security Personnel for Day Shift and 7 Security Personnel for Night Shift															
<b>Duty Category B</b> - Working days on Sundays and Holidays falling on Mondays to Fridays where there will be 6 Security Personnel for Day Shift and 6 Security Personnel for Night Shift															
<b>Duty Category C</b> - Saturday Work Days whether it's a holiday or not where there will be 7 Security Personnel for Day Shift and 6 Security Personnel for Night															

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

- (j) The 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**
- (k) 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***

- (l) 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**

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

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

- (o) *[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.  
 (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

## ***Section IX. Bidding Forms***

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

*[shall be submitted with the Bid]*

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## **Bid Form**

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

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

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

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

If our Bid is accepted, we undertake:

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

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: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

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**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8)	Total Price delivered Final Destination  (col 9) x (col 4)

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

Legal Capacity: \_\_\_\_\_

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

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

## **Bid Securing Declaration Form**

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

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**REPUBLIC OF THE PHILIPPINES)**  
**CITY OF \_\_\_\_\_) S.S.**

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

### **[Jurat]**

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

# Contract Agreement Form for the Procurement of Goods (Revised)

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

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## CONTRACT AGREEMENT

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

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and**

**Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

\_\_\_\_\_  
[Insert Name and Signature]

\_\_\_\_\_  
[Insert Name and Signature]

\_\_\_\_\_  
[Insert Signatory's Legal Capacity]

\_\_\_\_\_  
[Insert Signatory's Legal Capacity]

for:

for:

\_\_\_\_\_  
[Insert Procuring Entity]

\_\_\_\_\_  
[Insert Name of Supplier]

**Acknowledgment**

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

# Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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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]*

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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]*

## Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

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

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

### A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

### B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

*Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion***

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

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

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

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

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address		Description	%	b. Date Started
	c. Contact Nos.				c. Date Completed
	a.				a.
	b.				b.
	c.				c.

*Note: The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Republic of the Philippines



Government Procurement Policy Board