

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

COMMISSION ON AUDIT

REGIONAL OFFICE No. XII

Koronadal City, South Cotabato

Procurement of Security Services for CY 2024

(Bid No. COA RO12-2023-004)

Sixth Edition

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
COMMISSION ON AUDIT
REGIONAL OFFICE NO. XII
Brgy. Paraiso, Koronadal City

INVITATION TO BID FOR THE PROCUREMENT OF SECURITY SERVICES FOR C.Y. 2024 [BID NO. COA RO12-2023-004]

1. The *Commission on Audit, Regional Office No. XII, Koronadal City, South Cotabato*, through the **Government of the Philippines - National Expenditure Program (NEP) for 2024** intends to apply the sum of **Seven Million One Hundred Ninety Thousand Four Hundred Pesos (P7,190,400.00)** being the ABC to payments under the contract for *Procurement of Security Services for CY 2024 (COA RO12-2023-004)*.

Shown below is the summary of information of the project, viz:

Description	Quantity	ABC
Security Services for the period covering January 1, 2024 to December 31, 2024 @ COA RO XII, Koronadal City (12 SG x 12 months = 144 SG) - Twelve (12) Security Guards with three (3) shifts with eight (8) hours shifting duty per day - Option to add Security Guard at the discretion of the Regional Director	144	P3,081,600.00
Security Services for the period covering January 1, 2024 to December 31, 2024 @ PSAO, Alabel, Sarangani Province (5 SG x 12 months = 60 SG) - Five (5) Security Guards with three (3) shifts with eight (8) hours shifting duty per day - Option to add Security Guard at the discretion of the Regional Director	60	1,284,000.00
Security Services for the period covering January 1, 2024 to December 31, 2024 @ PSAO, Amas, Kidapawan City (6 SG x 12 months = 72 SG) - Six (6) Security Guards with three (3) shifts with eight (8) hours shifting duty per day - Option to add Security Guard at the discretion of the Regional Director	72	1,540,800.00

Description	Quantity	ABC
Security Services for the period covering January 1, 2024 to December 31, 2024 @ PSAO, Sultan Kudarat (5 SG x 12 months = 60 SG)	60	1,284,000.00
- Five (5) Security Guards with three (3) shifts with eight (8) hours shifting duty per day		
- Option to add Security Guard at the discretion of the Regional Director		
TOTAL		P7,190,400.00

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **Commission on Audit, Regional Office No. XII, Koronadal City, South Cotabato** now invites bids for the above Procurement Project. Delivery of the Goods is required by **January 1, 2024 to December 31, 2024**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from **BAC Secretariat, Commission on Audit Regional Office NO. XII, Koronadal City South Cotabato** and inspect the Bidding Documents at the address given below from **8:00AM to 5:00PM, Mondays to Thursdays except holidays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 25, 2023 to November 20, 2023** from the given address and website(s) below **and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of P8,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees along with the submission of their bids.
6. The **Commission on Audit Regional Office No. XII, Koronadal City, South Cotabato** will hold a Pre-Bid Conference on **November 6, 2023 at 9:30 in the morning at 3F COA Regional Office No. XII, Purok Mesias, Barangay Paraiso, Koronadal City** and/or through video conferencing or webcasting *via a Zoom meeting*, which shall be open to prospective bidders, provided, they signify to the BAC Secretariat not later than November 3, 2023.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **November 20, 2023 at 9:30 in the morning**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 20, 2023 at 10:00 in the morning** at the given address below and/or via a Zoom meeting. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Commission on Audit, Regional Office No. XII, Koronadal City, South Cotabato** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

ANA MAY R. BELLA
Head, BAC Secretariat
COA Regional Office No. XII,
Purok Mesias, Barangay Paraiso, 9506 Koronadal City
Contact No.: 0960 345 4363
Email: bac_coa12@yahoo.com

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://www.philgeps.gov.ph>
<https://www.coa.gov.ph>

October 25, 2023


ORLANDO C. MATAS
State Auditor V
Chairperson, BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Commission on Audit Regional Office No. XII* wishes to receive Bids for the *Procurement of Security Services for COA Regional Office No. XII, Koronadal City, South Cotabato; COA PSAOs Alabel, Sarangani, Tacurong City, Sultan Kudarat and Amas, Kidapawan City, Cotabato Province for C.Y. 2024* per Bid No. COA RO12-2023-004.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *NEP for 2024* in the amount of *Seven Million One Hundred Ninety Thousand Four Hundred Pesos (P7,190,400.00)*.

2.2. The source of funding is: *NGA, the National Expenditure Program*.

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 “P” 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 exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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:
- For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The 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 ***3F Commission on Audit Regional***

Office No. XII, Purok Mesias, Barangay Paraiso, Koronadal City, South Cotabato and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 ***March 20, 2024***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. 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 14 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 (1) project having several items that shall be awarded as **one contract**.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Contract for Security Services</i> b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>Philippines</i> 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> <ul style="list-style-type: none"> a. The amount of not less than One Hundred Forty-Three Thousand Eight Hundred Eight Pesos (P143,808.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Three Hundred Fifty Nine Thousand Five Hundred Twenty Pesos (P359,520.00) if bid security is in Surety Bond.
15	Each Bidder shall submit one (1) original copy and two (2) duplicate copies of the first and second components of its Bid.
19.3	<i>No further instruction.</i>
20.2	<p>The Bidder shall submit the following additional requirements:</p> <ul style="list-style-type: none"> a. License to operate as Security Guard Agency per R. A. No. 5487 as amended by P. D. No. 11; b. NTC license for hand-held radios; c. NTC Radio-telephone Operator's Certificate of each Security Guard for Deployment; and d. DOLE license, as service provider. <p>To facilitate the post-qualification, the bidder at its option may submit in advance, i.e. on the deadline for submission and receipt of bids, the documents required in Section II. ITB 20 in a separate envelope as follows:</p> <ul style="list-style-type: none"> 1. Latest income and business tax returns: Printed copies of the Electronically Filed Income Tax/Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/ tax year from the authorized agent bank;

	Tax returns filed and taxes paid through the BIR electronic Filing and Payment System (EFPS) or manual payment, in consideration to Revenue Memorandum Circular No. 32-2023 dated March 3, 2023, will be accepted.
21.2	<i>Not applicable.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 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>Delivery and Documents –</p> <p>Delivery of the Goods/Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Security Services to the respective Project Sites, the Security Agency shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> i. Original and four (4) copies of the Monthly Deployment Report (MDR) duly accomplished by the Security Agency at the end of each month stating the names of the guards and supervisors, salary rates and actual attendance; ii. Proof of remittance of Premiums to SSS, PhilHealth, PAGIBIG and ECC for the benefit of the security guards. iii. Certificate of prompt payment of salaries of security guards.
2.2	<p><i>Commission on Audit, Regional Office No. XII, Koronadal City, South Cotabato</i> will make payments upon submission of Statement of Account every 15th and 30th day of the month by the Service Contractor.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>Spot/Actual inspection of the performance of the security manpower, their equipment and other essential paraphernalia at any time it is deemed necessary or as referred to Section VII. Technical Specifications.</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
1	<p>Security Services for the period covering January 1, 2024 to December 31, 2024 @ COA RO XII, Koronadal City (12 SG x 12 months = 144 SG)</p> <ul style="list-style-type: none"> - Twelve (12) Security Guards with three (3) shifts with eight (8) hours shifting duty per day - Option to add Security Guard at the discretion of the Regional Director 	144		January 1, 2024 to December 31, 2024
2	<p>Security Services for the period covering January 1, 2024 to December 31, 2024 @ PSAO, Alabel, Sarangani Province (5 SG x 12 months = 60 SG)</p> <ul style="list-style-type: none"> - Five (5) Security Guards with three (3) shifts with eight (8) hours shifting duty per day - Option to add Security Guard at the discretion of the Regional Director 	60		January 1, 2024 to December 31, 2024
3	<p>Security Services for the period covering January 1, 2024 to December 31, 2024 @ PSAO, Amas, Kidapawan City (6 SG x 12 months = 72 SG)</p> <ul style="list-style-type: none"> - Six (6) Security Guards with three (3) shifts with eight (8) hours shifting duty per day - Option to add Security Guard at the discretion of the Regional Director 	72		January 1, 2024 to December 31, 2024

Item Number	Description	Quantity	Total	Delivered, Weeks/ Months
4	<p>Security Services for the period covering January 1, 2024 to December 31, 2024 @ PSAO, Sultan Kudarat (5 SG x 12 months = 60 SG)</p> <ul style="list-style-type: none"> - Five (5) Security Guards with three (3) shifts with eight (8) hours shifting duty per day - Option to add Security Guard at the discretion of the Regional Director 	60		January 1, 2024 to December 31, 2024

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
<p>Security Services for the period covering January 1, 2024 to December 31, 2024 @ COA RO XII, Koronadal City</p>		
	<p>The Security Agency shall ensure that:</p> <p>I. The Security Guards shall have the following Minimum Qualifications:</p> <p>a. Must be at least 21 but not older than 45 years of age;</p>	

Item	Specification	Statement of Compliance
	<ul style="list-style-type: none"> b. Must be at least High School graduate; c. Has undergone Pre-licensing Training Programs for new recruits, or Refresher Training Programs for security guards with more than one year experience; d. Physically and mentally fit; e. Of good moral character and reputation supported with NBI Clearance; and f. Knows how to deal pleasantly and courteously with personnel, clients and the general public. <p>Provided that items (b), (c), and (d) shall be supported with a regular license (Private Security License Card). Provided further that both regular license (Private Security License Card) and NBI Clearance shall be valid as of the date of Opening of Bids and subject to renewal, if the same should expire during the contract implementation.</p>	
	<p>II. The Security Agency shall provide the following minimum equipment to the Security Guards, supported with photocopies of valid licenses, if applicable and a certification from the Security Agency that these equipment are existing and that they pledge to provide these equipment upon deployment:</p> <ul style="list-style-type: none"> A. Firearms with updated licenses by the PNP Firearms and Explosive Division: <ul style="list-style-type: none"> 1. Hand gun with corresponding rounds of ammunition; <ul style="list-style-type: none"> 1.1 Revolver 38 cal., its equivalent, or higher caliber -1 unit; and 1.2 Shotguns, 12-gauge with emergency rounds of ammunition - 3 units. B. Communication Radios with updated licenses issued by NTC: <ul style="list-style-type: none"> 1. VHF Handheld Radios- 4 units; and 2. Cellular phone for lobby/head guard - 1 unit 	

Item	Specification	Statement of Compliance
	<p>C. Other essential security paraphernalia:</p> <ol style="list-style-type: none"> 1. Metal detector - 2 units; 2. Night sticks - 4 units; 3. Hand cuffs - 4 units; 4. Whistle - 4 units; 5. Flashlight with batteries - 4 units; 6. Raincoat and rubber boots – 4 sets; 7. Traffic vests – 2 units; 8. Rechargeable/ emergency lamp - 2 units; 9. First Aid Kit - 4 units; and 10. Under-chassis mirror - 1 unit. <p>D. At least one (1) 2-wheel motor-powered vehicle.</p>	
	<p>III. The Security Agency shall strictly comply with the attached Security Management Plan.</p>	
	<p>IV. The Security Agency shall strictly comply with the guidelines of the Department of Health (DOH) Department Circular No. 2023-0324 dated July 23, 2023 on the Updated Health Protocols following the Lifting of the COVID-19 Public Health Emergency and other related issuances on health protocols.</p>	
<p>Security Services for the period covering January 1, 2024 to December 31, 2024 @ PSAO, Alabel, Sarangani Province</p>		
	<p>The Security Agency shall ensure that:</p> <p>I. The Security Guards shall have the following Minimum Qualifications:</p> <ol style="list-style-type: none"> a. Must be at least 21 but not older than 45 years of age; b. Must be at least High School graduate; c. Has undergone Pre-licensing Training Programs for new recruits, or Refresher Training Programs for security guards with more than one year experience; d. Physically and mentally fit; 	

Item	Specification	Statement of Compliance
	<p>e. Of good moral character and reputation supported with NBI Clearance; and</p> <p>f. Knows how to deal pleasantly and courteously with personnel, clients and the general public.</p> <p>Provided that items (b), (c), and (d) shall be supported with a regular license (Private Security License Card). Provided further that both regular license (Private Security License Card) and NBI Clearance shall be valid as of the date of Opening of Bids and subject to renewal, if the same should expire during the contract implementation.</p>	
	<p>II. The Security Agency shall provide the following minimum equipment to the Security Guards, supported with photocopies of valid licenses, if applicable and a certification from the Security Agency that these equipment are existing and that they pledge to provide these equipment upon deployment:</p> <p>A. Firearms with updated licenses by the PNP Firearms and Explosive Division:</p> <ol style="list-style-type: none"> 1. Hand gun with corresponding rounds of ammunition; <ol style="list-style-type: none"> 1.1 Revolver 38 cal., its equivalent, or higher caliber -1 unit; and 1.2 Shotguns, 12-gauge with emergency rounds of ammunition- 1 units. 2. Communication Radios with updated licenses issued by NTC: <ol style="list-style-type: none"> a. VHF Handheld Radios- 2 units; and b. Cellular phone for lobby/head guard - 1 unit 3. Other essential security paraphernalia: <ol style="list-style-type: none"> 1. Metal detector - 1 unit; 2. Night sticks - 2 units; 3. Hand cuffs - 2 units; 4. Whistle - 2 units; 5. Flashlight with batteries - 2 units; 	

Item	Specification	Statement of Compliance
	<p>6. Raincoat and rubber boots – 2 sets; 7. Traffic vests – 1 unit; 8. Rechargeable/ emergency lamp - 2 units; 9. First Aid Kit - 2 units; and 10. Under-chassis mirror - 1 unit.</p> <p>4. At least one (1) unit 2-wheel motor-powered vehicle.</p>	
	<p>III. The Security Agency shall strictly comply with the attached Security Management Plan.</p>	
	<p>V. The Security Agency shall strictly comply with the guidelines of the Department of Health (DOH) Department Circular No. 2023-0324 dated July 23, 2023 on the Updated Health Protocols following the Lifting of the COVID-19 Public Health Emergency and other related issuances on health protocols.</p>	
<p>Security Services for the period covering January 1, 2024 to December 31, 2024 @ PSAO, Amas, Kidapawan City</p>		
	<p>The Security Agency shall ensure that:</p> <p>I. The Security Guards shall have the following Minimum Qualifications:</p> <ol style="list-style-type: none"> a. Must be at least 21 but not older than 45 years of age; b. Must be at least High School graduate; c. Has undergone Pre-licensing Training Programs for new recruits, or Refresher Training Programs for security guards with more than one year experience; d. Physically and mentally fit; e. Of good moral character and reputation supported with NBI Clearance; and f. Knows how to deal pleasantly and courteously with personnel, clients and the general public. 	

Item	Specification	Statement of Compliance
	<p>Provided that items (b), (c), and (d) shall be supported with a regular license (Private Security License Card).</p> <p>Provided further that both regular license (Private Security License Card) and NBI Clearance shall be valid as of the date of Opening of Bids and subject to renewal, if the same should expire during the contract implementation.</p>	
	<p>II. The Security Agency shall provide the following minimum equipment to the Security Guards, supported with photocopies of valid licenses, if applicable and a certification from the Security Agency that these equipment are existing and that they pledge to provide these equipment upon deployment:</p> <p>A. Firearms with updated licenses by the PNP Firearms and Explosive Division:</p> <ol style="list-style-type: none"> 1. Hand gun with corresponding rounds of ammunition; <ol style="list-style-type: none"> 1.1 Revolver 38 cal., its equivalent, or higher caliber -1 unit; and 1.2 Shotguns, 12-gauge with emergency rounds of ammunition- 1 units. 2. Communication Radios with updated licenses issued by NTC: <ol style="list-style-type: none"> a. VHF Handheld Radios- 2 units; and b. Cellular phone for lobby/head guard - 1 unit 3. Other essential security paraphernalia: <ol style="list-style-type: none"> 1. Metal detector - 1 unit; 2. Night sticks - 2 units; 3. Hand cuffs - 2 units; 4. Whistle - 2 units; 5. Flashlight with batteries - 2 units; 6. Raincoat and rubber boots – 2 sets; 7. Traffic vests – 1 unit; 8. Rechargeable/ emergency lamp - 2 units; 	

Item	Specification	Statement of Compliance
	9. First Aid Kit - 2 units; and 10. Under-chassis mirror - 1 unit. 4. At least one (1) unit 2-wheel motor-powered vehicle.	
	III. The Security Agency shall strictly comply with the attached Security Management Plan.	
	VI. The Security Agency shall strictly comply with the guidelines of the Department of Health (DOH) Department Circular No. 2023-0324 dated July 23, 2023 on the Updated Health Protocols following the Lifting of the COVID-19 Public Health Emergency and other related issuances on health protocols.	
Security Services for the period covering January 1, 2024 to December 31, 2024 @ PSAO, Sultan Kudarat		
	<p>The Security Agency shall ensure that:</p> <p>I. The Security Guards shall have the following Minimum Qualifications:</p> <ul style="list-style-type: none"> a. Must be at least 21 but not older than 45 years of age; b. Must be at least High School graduate; c. Has undergone Pre-licensing Training Programs for new recruits, or Refresher Training Programs for security guards with more than one year experience; d. Physically and mentally fit; e. Of good moral character and reputation supported with NBI Clearance; and f. Knows how to deal pleasantly and courteously with personnel, clients and the general public. <p>Provided that items (b), (c), and (d) shall be supported with a regular license (Private Security License Card).</p> <p>Provided further that both regular license (Private Security License Card) and NBI Clearance shall be</p>	

Item	Specification	Statement of Compliance
	valid as of the date of Opening of Bids and subject to renewal, if the same should expire during the contract implementation.	
	<p>II. The Security Agency shall provide the following minimum equipment to the Security Guards, supported with photocopies of valid licenses, if applicable and a certification from the Security Agency that these equipment are existing and that they pledge to provide these equipment upon deployment:</p> <p>A. Firearms with updated licenses by the PNP Firearms and Explosive Division:</p> <ol style="list-style-type: none"> 1. Hand gun with corresponding rounds of ammunition; <ol style="list-style-type: none"> 1.1 Revolver 38 cal., its equivalent, or higher caliber -1 unit; and 1.2 Shotguns, 12-gauge with emergency rounds of ammunition- 1 unit. 2. Communication Radios with updated licenses issued by NTC: <ol style="list-style-type: none"> a. VHF Handheld Radios- 2 units; and b. Cellular phone for lobby/head guard - 1 unit 3. Other essential security paraphernalia: <ol style="list-style-type: none"> 1. Metal detector - 1 unit; 2. Night sticks - 2 units; 3. Hand cuffs - 2 units; 4. Whistle - 2 units; 5. Flashlight with batteries - 2 units; 6. Raincoat and rubber boots – 2 sets; 7. Traffic vests – 1 unit; 8. Rechargeable/ emergency lamp - 2 units; 9. First Aid Kit - 2 units; and 10. Under-chassis mirror - 1 unit. 4. At least one (1) unit 2-wheel motor-powered vehicle. 	

Item	Specification	Statement of Compliance
	<p>III. The Security Agency shall strictly comply with the attached Security Management Plan.</p>	
	<p>VII. The Security Agency shall strictly comply with the guidelines of the Department of Health (DOH) Department Circular No. 2023-0324 dated July 23, 2023 on the Updated Health Protocols following the Lifting of the COVID-19 Public Health Emergency and other related issuances on health protocols.</p>	

ANNEX "A"

SECURITY MANAGEMENT PLAN

I. MISSION

To conduct comprehensive security operations for the protection of COA officials, personnel, visitors and properties against assault, arson, mischief, pilferage, robbery, sabotage, terrorism and theft, including safety measures and response to prevent and minimize loss or damage from calamities and civil disturbance.

II. OBJECTIVES

1. To undertake security measures for total protection of COA officials, personnel and properties against theft, sabotage, arson, pilferage, robbery and other unlawful acts.
2. To implement protective measures in compliance with all the guidelines of the Department of Health (DOH) and the COVID-19 Inter-Agency Task Force (IATF) on health standards.
3. To undertake other security operations such as traffic/crowd control and respond to emergencies (man-made or natural).
4. To undertake preventive measures that will deter unauthorized individuals from entering the COA compound.
5. To enforce existing COA security rules and regulations on personnel.
6. To perform other operations as deemed necessary by the COA management.

III. CONCEPT OF IMPLEMENTATION

A. PRE-DEPLOYMENT PHASE

In coordination with COA management and the outgoing security provider, the incoming security provider shall organize an advance team who will conduct a pre-deployment orientation onsite. At the expense of the winning bidder, the said advance team will render duties side by side with the personnel of the outgoing security provider two (2) days prior to the formal assumption of the new team.

B. SERVICE TAKE OVER/DEPLOYMENT PHASE

1. A minimum of eight (8) hours prior to the expiration of the security contract of the outgoing security contractor, the incoming security force listed in the manning detail order must attend a briefing to be conducted by the COA Regional Security Officer. Thereafter, they shall be posted alongside with the outgoing security guards to get acquainted with their new assignments.
2. With the consent of the officers of both parties, staff of the outgoing security provider shall pass through the security searching and frisking procedures upon their departure from the premises of COA. Any office equipment, furniture, vehicles and other items

with significant value that are to be brought outside the COA compound shall be accompanied by a corresponding Gate Pass issued by the Service Chief, Administration, Training and Finance Services.

3. The authorized representative of the outgoing security contractor shall be required to make a proper endorsement of accountability to the authorized representative of the incoming security contractor in the presence of the COA Regional Security Officer prior to the departure of the outgoing security personnel.
4. A list of the incoming security personnel who will assume duties and responsibilities at the COA together with their individual bio-data and licenses and mandatory clearances (as stipulated in the Bid Documents) shall be submitted to the COA Regional Director through the COA Regional Security Officer at least three (3) days prior to such assumption for scrutiny and approval.
5. During the actual takeover of duties at the COA, the security guards shall be accompanied and closely supervised by a Senior Official of the incoming security contractor (agency).
6. All incoming security personnel who will assume to take over duties shall report in proper uniform with head gears and paraphernalia, prescribed equipment (as prescribed in the submitted Technical Proposal) and all necessary documents such as duty detail orders, guards' licenses, copies of firearms licenses, and individual company IDs.

C. LOGISTICS

1. The Security Contractor shall provide the security force with the minimum equipment required under the bidding rules such as firearms, VHF radios, and other equipment deemed necessary in the effective implementation of security policies, rules and regulations of COA.
2. The Security Contractor shall also provide the daily time record (DTR), and other logistical supplies such as logbooks, uniforms, and paraphernalia.

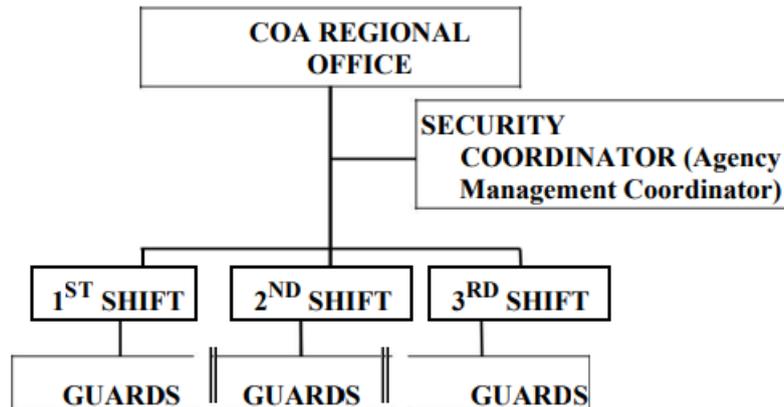
D. ADMINISTRATION

1. Organizational Structure – Annex “A”
2. Guarding Schedule – Annex “B”
3. Operating Policies and Procedures – Annex “C”
4. Regular monthly meeting with the Client or as necessary.
5. Announced and unannounced visit/inspection will be conducted.
6. Client.

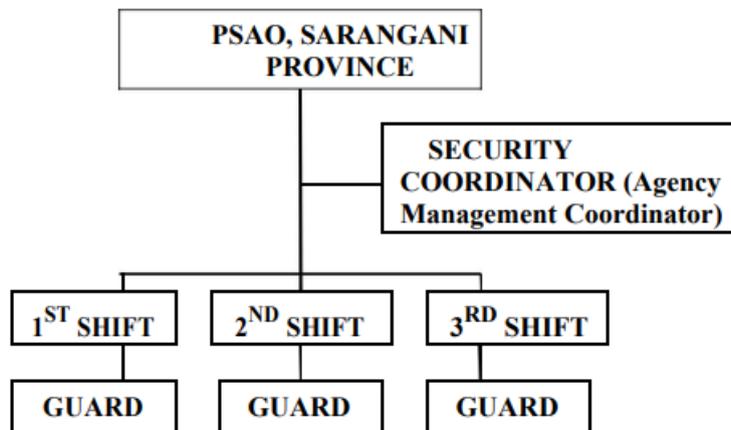
ANNEX "B"

ORGANIZATIONAL STRUCTURE OF THE SECURITY FORCE

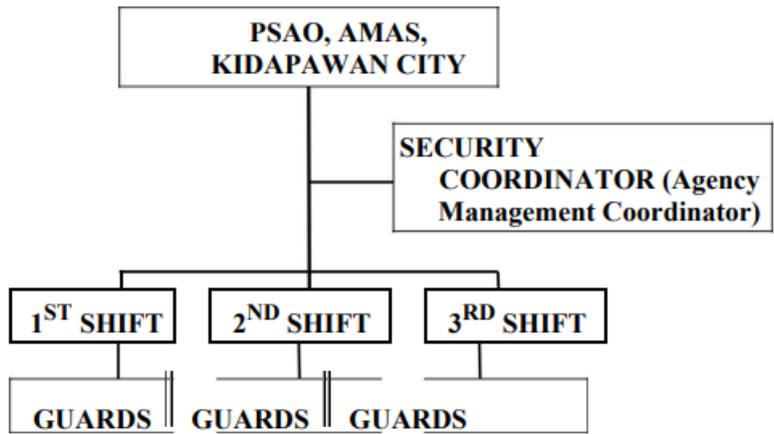
Procurement of Security Services for January 1, 2024 to December 31, 2024 for COA Regional Office Compound, Koronadal City.



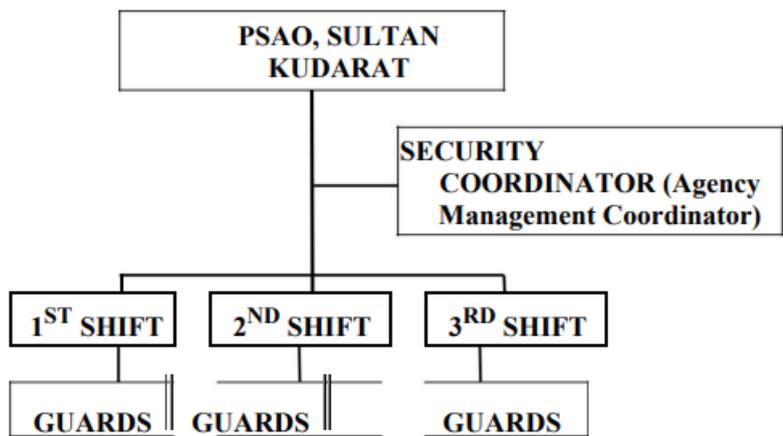
Procurement of Security Services for January 1, 2024 to December 31, 2024 for the (Provincial Satellite Auditing Office (PSAO) – Sarangani Province, Alabel, Sarangani Province.



Procurement of Security Services for January 1, 2024 to December 31, 2024 for PSAO – Cotabato Province, Amas, Kidapawan City.



Procurement of Security Services for January 1, 2024 to December 31, 2024 for PSAO - Sultan Kudarat, Tacurong City.



ANNEX "C"

SECURITY GUARDS ASSIGNMENTS / TOUR OF DUTY

Security Services for COA Regional Office No. 12, Koronadal City				
No.	SECURITY STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
1st SHIFT				
1	Head Guard/Lobby Guard	7:00AM – 3:00PM	8	MON-SUN
2	Gate 1 Guard	7:00AM – 3:00PM	8	MON-SUN
3	Gate 2 Guard	7:00AM – 3:00PM	8	MON-SUN
4	Roving Guard	7:00AM – 3:00PM	8	MON-SUN
2nd SHIFT				
5	Lobby Guard	3:00PM – 11:00PM	8	MON-SUN
6	Gate 1 Guard	3:00PM – 11:00PM	8	MON-SUN
7	Gate 2 Guard	3:00PM – 11:00PM	8	MON-SUN
8	Roving Guard	3:00PM – 11:00PM	8	MON-SUN
3rd SHIFT				
9	Lobby Guard	11:00PM – 7:00AM	8	MON-SUN
10	Gate 1 Guard	11:00PM – 7:00AM	8	MON-SUN
11	Gate 2 Guard	11:00PM – 7:00AM	8	MON-SUN
12	Roving Guard	11:00PM – 7:00AM	8	MON-SUN

Security Services for the PSAO – Sarangani Province, Alabel, Sarangani Province				
No.	SECURITY STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
1st SHIFT				
1	Head Guard/Lobby Guard	7:00AM – 3:00PM	8	MON-SUN
2	Gate Guard	7:00AM – 3:00PM	8	MON-SUN
2nd SHIFT				
3	Lobby Guard	3:00PM – 11:00PM	8	MON-SUN
4	Gate Guard	3:00PM – 11:00PM	8	MON-SUN
3rd SHIFT				
5	Lobby Guard	11:00PM – 7:00AM	8	MON-SUN
6	Gate Guard	11:00PM – 7:00AM	8	MON-SUN

Security Services for COA-12 PSAO – Cotabato Province, Amas, Kidapawan City				
No.	SECURITY STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
1st SHIFT				
1	Head Guard/Lobby Guard	7:00AM – 3:00PM	8	MON-SUN
2	Gate Guard	7:00AM – 3:00PM	8	MON-SUN
2nd SHIFT				
3	Lobby Guard	3:00PM – 11:00PM	8	MON-SUN

Security Services for COA-12 PSAO – Cotabato Province, Amas, Kidapawan City				
No.	SECURITY STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
4	Gate Guard	3:00PM – 11:00PM	8	MON-SUN
3 rd SHIFT				
5	Lobby Guard	11:00PM – 7:00AM	8	MON-SUN
6	Gate Guard	11:00PM – 7:00AM	8	MON-SUN

Security Services for COA-12 PSAO - Sultan Kudarat, Tacurong City				
No.	SECURITY STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
1 st SHIFT				
1	Head Guard/Lobby Guard	7:00AM – 3:00PM	8	MON-SUN
2	Gate Guard	7:00AM – 3:00PM	8	MON-SUN
2 nd SHIFT				
3	Lobby Guard	3:00PM – 11:00PM	8	MON-SUN
4	Gate Guard	3:00PM – 11:00PM	8	MON-SUN
3 rd SHIFT				
5	Lobby Guard	11:00PM – 7:00AM	8	MON-SUN
6	Gate Guard	11:00PM – 7:00AM	8	MON-SUN

ANNEX "D"

OPERATING POLICIES AND PROCEDURES

Based on the approved system of security force manning the whole compound of COA, the day-to-day operation will be summarized as follows:

1. HEADQUARTERS, SECURITY AGENCY

- a. Act as liaison with COA Management.
- b. Provide guidance to the Head Guard.
- c. Extend managerial support when needed.
- d. Procure supplies and equipment that are needed.
- e. Provide any assistance to the Security Force to be assigned at COA.
- f. Monitor the operations of the Security Force in all COA installations by conducting weekly Troop Information and Inspection.
- g. Assume full responsibility for any loss or damage due to theft, robbery, pilferage and other acts of similar nature within the purview of the scope of security services rendered under the contract which may happen in the premises.
- h. Replace a new set of guards upon request of the Procuring Entity for justifiable reasons.
- i. Maintain a satisfactory level of performance throughout the term of the contract based on the prescribed set of performance criteria among others, the following:
 - i. quality of service delivered;
 - ii. time management;
 - iii. management and suitability of personnel;
 - iv. contract administration and management; and
 - v. provision of monthly progress reports.

2. HEAD GUARD

- a. Has over-all responsibility in the COA premises assigned.
- b. Provide leadership and direction for the Security Guards.
- c. Responsible to the COA management for the implementation of all policies and directives relevant to the security functions of the security personnel.
- d. Monitor the performance and efficiency of guards and recommend the relief of misfits.
- e. Check and prevent unauthorized persons from loitering in corridors from one office to another without official business or transactions.
- f. Serve as liaison between the COA and the security agency.
- g. Prepare and submit special reports of unusual incidents.
- h. Submit and prepare guard detail and monthly report and conditions of secured properties.
- i. Advise COA officials concerned regarding measures to be undertaken to improve the security of the building premises.
- j. Conduct weekly Troop Information and Education among all guards and surroundings.
- k. Apprehend any person attempting or gaining unauthorized access to restricted areas and committing unlawful acts.
- l. Perform other duties as the client and the agency may direct.

- m. The Security Agency shall assign a Head Guard among the guards who shall serve for duty during the first shift of the day.

3. GATE GUARDS

- a. Control traffic flow and direct drivers to park vehicles properly at the designated parking areas.
- b. Safeguard and protect parked vehicles from pilferage of accessories and other attachments.
- c. Not allow COA official vehicles to leave the compound without the necessary trip ticket duly signed by the authorized signatory.
- d. Record in a logbook all vehicles entering and leaving the COA premises.
- e. Manage the parking of all vehicles at designated parking areas.
- f. Respond to protective alarm signals or other indications of suspicious activities of lawless elements.
- g. Enforce all existing COA rules and regulations on Security measures.
- h. Switch on all necessary perimeter security lights within area of his responsibility during night time.
- i. Be alert at all times to immediately respond to any call of emergency.
- j. Perform other functions in relation to security.

4. LOBBY and ROVING GUARDS

- a. Enforce COA rules and regulations on Security measures.
- b. Screen visitors with utmost courtesy and guide them to the office they desire to transact business in. Also notify by phone the official or employee to be visited.
- c. Issue a visitor's pass in exchange of a current and valid identification card.
- d. Advise all visitors and employees to pin their ID while inside the building.
- e. Prohibit individual or groups from loitering in the lobbies or building entrances.
- f. Prohibit vendors or solicitors from entering the office during office hours.
- g. Apprehend person(s) attempting or gaining unauthorized access to restricted areas and committing unlawful acts.
- h. Inspect thoroughly using metal detector all bags, packages, and attaché case hand-carried by visitors.
- i. Maintain a logbook for visitors and separate logbook for office personnel.
- j. Conduct inspection of all premises after office hours to switch off all electrical equipment, to ensure proper lighting of certain areas during evening, and to ensure that enclosures are well-secured.
- k. Check all office equipment before or after office hours. See to it that these office equipment units are in their respective places, and then close/lock all offices after determining that everything is secured.
- l. Be familiar with the fire alarm system as well as the location of fire-fighting apparatus.
- m. Be alert at all times to immediately respond to any call of emergency.
- n. Submit immediately reports for unusual incidents.

5. COMPOUND/BUILDING SECURITY ACCESS SYSTEM

To secure all main entry/exit doors and gates during and after office hours in order to prevent entry of people carrying deadly weapons, explosive, toxic, chemicals, contraband items,

prohibited drugs and other harmful materials and prevent pilferage and any destruction to client property.

- a. Check entry of packages, boxes, equipment, firearms and other deadly weapons, etc, to prevent destruction or loss of property (e.g. bombs).

1. Hand carried Guard shall:

- 1.1 Monitor by use of metal detector and frisking of all person entering the premises for deadly weapons, explosives, contraband items, prohibited drugs and other harmful substances.

- 1.2 Inspect all bags and parcels to ensure that no deadly weapons, explosives, contraband items, prohibited drugs and other harmful substances are brought inside the COA office and building ground and premises.

- 1.3 Inspect the surroundings for suspicious objects.

- 1.4 Require individuals possessing firearms to leave/deposit the firearm to the security guard after issuing a deposit slip therefor.

- 1.5 Turn over to the nearest police station individuals found in possession of deadly and other harmful materials and/or properties.

- 1.6 Call the recipient of the delivery boxes to confirm whether or not he/she is expecting delivery of parcels/properties.

2. Inside vehicle

Guards shall maintain a record of departure and arrival of vehicle within the COA premises. The record will indicate the plate number, time-in and out, the name of the driver and the company name and address.

All vehicles entering the compound will be subject to thorough inspections. The guard will require the vehicle owners to open its compartment for inspection if there are illegal contraband items onboard, and if there is such, initiate arrest.

Direct the inward and outward flow of traffic and apply existing parking regulations.

Visitors who refuse to subject his vehicle for inspection shall be denied entry.

The guards at the entrance gates must be equipped with an UNDER-CHASSIS MIRROR for inspection under the vehicle.

- b. Record of entry of packages (except food items), boxes, equipment firearms and deadly weapons.

The guard shall:

1. Maintain a record of visitor's logbook within its post. The logbook will indicate the name of the visitors, company/residence address, purpose of visit, signature and time in and out.
 2. Verify with the recipient named in the delivered parcels if he is expecting such.
- c. Safekeeping of deadly weapons
1. Individuals found in possession of deadly weapons will be required to present authority to carry such weapon. If he is authorized by law, the owner will deposit the firearms/weapons to the guard and the duty guard will issue a deposit slip indicating the owner, type of weapon, time in and out. The owner when leaving the compound will surrender the deposit slip to the guard to retrieve his weapons/firearms.
 2. Individuals in possession of deadly weapons who are found not authorized by law will be apprehended and turned over to the nearest police station.
- d. Check exit of packages, boxes, equipment, firearms, and deadly weapons.
1. Hand Carried
 - a. COA property brought out of the compound shall be accompanied with property pass slip signed by the authorized property officer of the management.
 - b. Guards shall deny the pull out of the COA property that is not covered by a slip.
 - c. Guards must inspect and secure that the property being moved out is covered with a property slip or gate pass. They will log the name of the equipment to include the serial number, person responsible, time and date.
 2. Inside Vehicle

The guards on the exit gate will require the owner of every vehicle intending to leave the area to open its trunk compartment. If COA property is found on board, pass slip or gate pass shall be required.
6. MAINTAIN LIST OF OFFICIALS AUTHORIZED TO ISSUE ACCESS PASSES/AUTHORITY
- a. Every guard post will maintain a list of client employee authorized to sign the property pass/authority. The list shall contain the signature of the authorized representative for comparison with the submitted gate pass of the concerned party.
 - b. If the gate pass is found suspicious, guard shall verify with the signatory if he issued such gate pass to the specified person.
7. CHECK ENTRY OF INDIVIDUALS FOR PROPER ID AND DECORUM

- a. Employees shall wear their respective office ID at all times while within the COA premises.
- b. A “NO ID. NO ENTRY” policy shall be strictly implemented on all gates and entrances of all client installation/offices for security purpose.
- c. Visitors are issued a different form of ID pass when they sign in and are required to present/show proper identification.
- d. Direct/guide visitors who transact business within the COA premises.
- e. All guards, especially at the entrance and exit points, shall maintain a logbook or log sheets for visitors. Logbooks must be kept in the security office, and be made available at all times when asked for verification by the Procuring Entity.

8. CHECK ENTRY OF VISITORS WITH VEHICLES

- a. Control will be established to provide for the movement of visitor’s vehicle in the premises. The guard will require the owner of the vehicle to leave his license to the guard at the entrance gate. The guard will record the owner’s name to the record of Arrival and Departure of vehicle indicating the name, type of vehicle, time in, out and the company. The owner withdraws his license upon leaving the area.
- b. The Record of Arrival and Departure of Vehicle will be kept in the possession of the Head Guard and be made available for verification when the need arises.
- c. The guard on duty must properly control and direct the entrance of any vehicle parked within the prescribed parking area operated by the management into designated areas, such as restricted or administrative parking area. Designated parking areas shall be marked and lighted. Loading and unloading operations shall be supervised by guards to assure that unauthorized material or persons do not enter/leave the building premises.
- d. The guard shall direct the inward and outward flow of traffic and apply the existing parking regulations. He must also direct traffic at the parking area to avoid congestion thereat.

9. RECORD THE ENTRY OF VISITORS, VENDORS, SERVICEMEN, ETC.

- a. Upon entry at the compound the guard shall require them to sign/log in the visitor’s logbook indicating their name, address, purpose, time in and out, signature.
- b. The guard will issue a Gate Pass/ID Tag for visitors for proper identification.
- c. Guide visitors to his destination.

10. EMERGENCY PLAN

Security Personnel are enjoined to act during disasters whether manmade or natural calamity.

Below are the procedures to be followed:

a. FIRE:

1. In case of fire, responding guard shall first determine the cause of fire. After determining, he shall use fire extinguisher intended for that classification of fire.

In using fire extinguisher, the guard shall remember the word "PASS", P-pull the pin, A-aim the nozzle, S-squeeze the Lever and S-sweep side to side to the base of the fire until it is totally covered.

2. If the fire cannot be stopped, the guard shall immediately sound the alarm. Any guards who heard this alarm shall immediately initiate the following:
 - a. Call the nearest fire department.
 - b. Secure all entrance and exit doors and allow no one to enter the building except those authorized.
 - c. All emergency exits shall be opened.
 - d. Identify and prepare safe place for evacuation and for temporary use by the employees.
 - e. Observe any suspicious looking individual for possible identity of arson suspect.
 - f. Record the event of fire from time to time, e.g. color of smoke, speed of fire, location and the origin of fire. This will help fire investigators in locating possible pieces of evidence.
3. After the fire is contained, guards will allow no one to enter the gutted building except those authorized after it has been declared safe by the fire experts.

b. BOMB THREAT:

In case of bomb threat the following shall be initiated by the Security Force assigned at COA:

1. Security force shall initiate coded music or sound that will alarm the security guard of a bomb threat to prevent panic.
2. Security Supervisor shall stand by at the phones to receive calls and shall take note of the following as stated below when another call is received. Encourage the caller to talk and if possible, ask the caller the location where the bomb is place.
 - The gender of the caller
 - Analyze if the caller is serious of what he/she said.
 - The background noise heard at the other phone.
 - Other matters that will lead to identify/locate the caller.
3. Coordinate with the local law enforcement authorities and call the bomb disposal units. Inform also the fire department.
4. Tighten security measure by implementing luggage control and body frisking.

5. Cordon the place that is being identified by the caller where the bomb is possibly planted.
6. Effect the immediate search of the area if there is still enough time as can be determined from the last call of the caller.
7. If the bomb is found, do not touch it. Cordon the area, since we cannot be assured of tiny wires that may lead to the bomb explosion.
8. Evaluate people in the nearby places that may be reached by the explosion.
9. If the bomb squad expert already defused the bomb, effect a search for the second time to clear the area before allowing anybody to enter the place.

c. TYPHOONS:

In case of typhoons the following shall be initiated by the Security Force assigned at COA:

1. Observe the surroundings and detect possible danger from falling branches or any object placed on a higher ground.
2. If the area got flooded or its water level increased, check if the electrical plug can be reached by water, if so, inform the maintenance section to switch-off the power line.
3. Prepare all emergency lights for possible power cut-off.
4. Locate possible place for evacuation in case the situation will worsen.
5. Monitor any radio news report to be posted of updates.
6. Contact Security Agency Headquarters for eventualities, if needed.
7. After the typhoon, request maintenance personnel to inspect all electrical lines especially plugs in the lower level for possible damages.

d. REPORTED LOSS and INCIDENT OF THEFT/ROBBERY CASES:

1. Upon receipt of a complaint from client for loss of properties, the supervisor will immediately proceed to the scene of the crime for possible preservation and recovery of traces of evidence.
2. If possible, photograph the scene, but do not touch anything.
3. List down personnel present during the discovery of the loss.
4. Conduct initial inquiry to informant and other personnel who may have knowledge about the case.

5. Summon assistance from agency investigators if the need arises.
6. Report the incident to the nearest Police Station that has jurisdiction over the place.
7. Prepare Incident Report and submit the same to the COA Regional Security Officer for proper coordination as well as for the agency to conduct a parallel investigation of the case if ever Police or other law enforcement agencies has already taken up the initiative.

e. HOSTAGE SITUATION:

1. The guard shall immediately notify the nearest PNP unit of hostage situation for immediate help and inform also the COA management thru the COA Regional Security Officer or ATFS.
2. The guard must keep the line of communication open for the hostage taker and if necessary, the hostage victim in order to determine the motive and purpose of the hostage taker.
3. The guard must avoid being reckless and avoid any confrontational approach with the suspect.
4. The guard on duty must not allow other people to intervene with the situation because of the possibility of making the situation much worse until the arrival of the PNP Team.
5. The guard must coordinate with the Law Enforcement and Crisis Management Team for any information that will be of value to the responding team.

f. EARTHQUAKES:

1. Guard on post must immediately assist to the best of his ability to protect and evacuate all employees of COA to a safer area.
2. Send immediately those employees hurt in the course of the quake to a nearest hospital.
3. Search for other persons left in the building after evacuation and report all damages of properties and injured persons to the ATFS as well as to the security agency.

In case of emergencies, man-made or natural, liaison and coordination shall be with the local civil authorities, police and fire department. Contact security agency headquarters if additional back-ups are needed.

OTHER SERVICES:

The security agency shall provide additional services to the Commission on Audit R.O. XII, free of charge, namely:

1. Nightly inspection of the guards on post by designated agency inspectors;
2. Investigate reports on security agency personnel irregularities in connection with their service/work, including investigation on reported losses. This task is handled by agency investigators duly accredited by the PNP-SAGSD (former SOSIA);
3. A weekly Troop Inspection and Education (TIE) of the security guards to acquaint them on policies, rules and regulations of COA;
4. In-service training program and regular/continuous training/seminars of security personnel;
5. The security specialist of the security agency will also conduct a regular Security Risk Assessment of the detailed Detachment Commander to evaluate the existing security measures and provide recommendations in case there is a need to change the security system;
6. In coordination with the law enforcement agencies a continuous intelligence networking by soliciting/gathering information of from within the areas to detect any criminals operating near the areas;
7. Other security gadgets/equipment which the COA may require to meet the growing needs.

This security plan will take effect immediately after a security agency shall have been awarded the contract and the Notice to Proceed rendering the security services for the Commission on Audit R.O. XII.

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (b) Statement of the 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**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) 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

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

Class “B” Documents

- (h) 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

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

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

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

APPENDICES

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Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------

(if none, state "None")

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

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

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: _____

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB**

that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

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

[Insert Name and Signature]

[Insert 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]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

