

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# **Procurement of GOODS**

Government of the Republic of the Philippines

**PROVISION OF SECURITY  
SERVICES AT PHSA  
FOR THE YEAR 2023**

**Project No. PHSABAC-PB-2022-10-005**

**Sixth Edition  
July 2020**

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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**  
**PHILIPPINE HIGH SCHOOL FOR THE ARTS**  
**Bids and Awards Committee**  
**National Arts Center, Mt. Makiling, Los Baños, Laguna**  
**Tel. No. (049) 576-4100 E-mail Address: bac@phsa.edu.ph**

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**INVITATION TO BID FOR**  
**PROVISION OF SECURITY SERVICES AT PHSA FOR THE YEAR 2023**

1. The **PHILIPPINE HIGH SCHOOL FOR THE ARTS**, through the General Appropriations Act of 2023 intends to apply the sum of **SEVEN MILLION SEVEN HUNDRED EIGHTY-FIVE THOUSAND PESOS (Php 7,785,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **PROVISION OF SECURITY SERVICES AT PHSA FOR THE YEAR 2023** with **PROJECT NO. PHSABAC-PB-2022-10-005**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **PHILIPPINE HIGH SCHOOL FOR THE ARTS** now invites bids for the above Procurement Project. Delivery of the Goods is required for the period **JANUARY 01, 2023 to DECEMBER 31, 2023**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective bidders may obtain further information from **PHSA-BAC Secretariat Office** and inspect the Bidding Documents at the address given below during weekdays, **Monday to Friday at 8:00a.m. to 4:00 p.m. only**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***October 17, 2022 to November 07, 2022*** from the given address and website 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 **EIGHT THOUSAND PESOS (Php 8,000.00)**.

Payment will be made directly at PHSA Cashier’s Office from Monday to Thursday, 8:00a.m. to 3:00p.m. only. Proof of payment must be presented upon acquiring a complete set of bidding documents at the BAC Secretariat Office.



It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the **PHILIPPINE HIGH SCHOOL FOR THE ARTS**, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **PHILIPPINE HIGH SCHOOL FOR THE ARTS** will hold a *Pre-Bid Conference on October 24, 2022 (Monday), 3:00p.m.* at *PHSA Conference Room, National Arts Center, Mt. Makiling, Los Baños, Laguna*, if applicable and/or through video conferencing or webcasting via Zoom application, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *1:00p.m. of November 07, 2022 (Monday)*. 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 07, 2022 (Monday), 1:30p.m.* at *PHSA Conference Room, National Arts Center, Mt. Makiling, Los Baños, Laguna*, if applicable and/or through video conferencing or webcasting via Zoom application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **PHILIPPINE HIGH SCHOOL FOR THE ARTS** 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:

**PRECY ANGELES-MONDEJAR**  
Head, BAC Secretariat  
**PHILIPPINE HIGH SCHOOL FOR THE ARTS**  
National Art Center, Mt. Makiling,  
Los Baños, Laguna, 4030  
Contact No. 049-5764100/09178536362  
Email: [bac@phsa.edu.ph](mailto:bac@phsa.edu.ph)  
Website: [www.phsa.edu.ph](http://www.phsa.edu.ph)

12. You may visit the following websites:

For downloading of Bidding Documents: [www.phsa.edu.ph](http://www.phsa.edu.ph)

October 17, 2022

**RONALDO A. ABUAN**  
BAC Chairperson

*Section II. Instructions to Bidders*

## 1. Scope of Bid

The Procuring Entity, **PHILIPPINE HIGH SCHOOL FOR THE ARTS (PHSA)** wishes to receive Bids for the **PROVISION OF SECURITY SERVICES AT PHSA FOR THE YEAR 2023**, with identification number **PHSABAC-PB-2022-10-005**.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2023** in the amount of **SEVEN MILLION SEVEN HUNDRED EIGHTY-FIVE THOUSAND PESOS (Php 7,785,000.00)**.

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 “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

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

- 5.2. Foreign ownership 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:
- a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: The Bidder should comply with the following requirements:
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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 *PHSA Conference Room, National Arts Center, Mt. Makiling, Los Baños, Laguna, if applicable* and/or through videoconferencing/webcasting via Zoom application as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

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

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

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

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

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

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

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

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

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

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the date of the opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

### **16. Deadline for Submission of Bids**

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

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

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

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

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

## **18. Domestic Preference**

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

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

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

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

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

- 19.4. The Project shall be awarded as follows:

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

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

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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"> <li>a. <i>Projects that are similar in nature or related to the</i> <b>PROVISION OF SECURITY SERVICES.</b></li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
8	<p>The pre-bid conference will be held on <b><i>October 24, 2022 (Monday), 3:00p.m.</i></b> at <b><i>PHSA Conference Room, National Arts Center, Mt. Makiling, Los Baños, Laguna, if applicable</i></b> and/or through videoconferencing/webcasting via Zoom application. Details are as follows:</p> <p><b>Meeting Link:</b></p> <p><a href="https://us02web.zoom.us/j/84526299421?pwd=YVVqYXRYZFhFMGJVaThST01BVklkQT09">https://us02web.zoom.us/j/84526299421?pwd=YVVqYXRYZFhFMGJVaThST01BVklkQT09</a></p> <p><b>Meeting ID:</b> 845 2629 9421</p> <p><b>Passcode:</b> 165895</p>
12	The price of the Goods shall be quoted “delivery duty paid (DDP)” to the PHSA, National Arts Center, Mt. Makiling, Los Baños, Laguna 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"> <li>a. The amount of not less than <b>Php 155,700.00</b> <i>[the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Php 389,250.00</b> <i>[the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul> <p>If the bidders opt to submit cashier’s/manager’s check the payee shall be the PHILIPPINE HIGH SCHOOL FOR THE ARTS.</p> <p>If the bidders opt to submit Surety Bond the conditions of the obligations shall include Sec. 23.1 (b), 34.2, 40.1 and 69.1 except 69.1 (f) of the Revised Implementing Rules and Regulations of RA 9184. Submit the original copy of the Official Receipt for premium payment and if the bidder opts to submit Bid Securing Declaration, prescribed form for Secretary’s Certificate Board Resolution Supporting Bid Securing Declaration of Corporate Bidders and Special Power of Attorney shall be used.</p>

16	<p>The bidders shall <i>submit their bids manually on or before 1:00p.m. of November 07, 2022 (Monday)</i> at the address below:</p> <p>BAC Secretariat Supply and Procurement Office, PHSA, NAC, Mt. Makiling, Los Baños, Laguna</p>
17	<p>The bid opening will be held on <i>November 07, 2022 (Monday), 1:30p.m.</i> at <i>PHSA Conference Room, National Arts Center, Mt. Makiling, Los Baños, Laguna.</i></p>
19.3	<p><i>Please refer to the PRICE SCHEDULE and TECHNICAL SPECIFICATIONS indicated in Section VII.</i></p>
20.1	<p>List of additional post-qualification documents relevant to the Project that may be required by the PHSA:</p> <ol style="list-style-type: none"> <li>1. BIR 2303</li> <li>2. Latest income and business tax returns (BIR Form 1702 or 1702) filed and paid through the BIR Electronic Filing and Payment System (eFPS)</li> <li>3. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) files and paid through the BIR Electronic Filing and Payment System (eFPS)</li> </ol> <p>Bidders must submit the post-qualification requirements within a non-extendible period of five (5) calendar days from receipt of the notice of LCB/SCB from the BAC.</p>
21.1	<p>List of additional contract documents relevant to the project that may be required by existing laws and/or the Procuring Entity:</p> <ol style="list-style-type: none"> <li>1. Signed Notice of Award</li> <li>2. Performance Security in accordance with Section 39 of the Revised IRR of RA 9184 which includes the Performance Securing Declaration (PSD) as an alternate performance security during a state of calamity or imposition of community quarantine pursuant to GPPB Resolution No. 09-2020 dated 7 May 2020.</li> </ol>
Additional	<p>The bidder, or its authorized representative/s, shall affix their initials on each and every page of the bid in the technical and financial envelopes, including documents that require the bidder's or its authorized representative's signature, per NPM No. 118-2015.</p> <p>All forms that require signature/s on the space provided for shall be duly accomplished by the bidder, or its authorized representative/s.</p>

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the 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 IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

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

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

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

## *Section V. Special Conditions of Contract*



## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide additional services, if any, specified in Section VI (Schedule of Requirements).</p>
2.2	<i>No further instruction.</i>
4	The inspections that will be conducted are in accordance with Section VII. Technical Specifications.

## *Section VI. Schedule of Requirements*

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	<b>PROVISION OF SECURITY SERVICES AT PHSA FOR THE YEAR 2023</b>	1 Officer-In- Charge 1 Shift- In- Charge 16 Security Guards 2 Lady Guards	20 Security Personnel	For Contract Duration of Twelve (12) Months from <b>January 01, 2023</b> to <b>December 31, 2023</b>

# *Section VII. Technical Specifications*

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

<b>TECHNICAL SPECIFICATIONS</b>		<b>Bidder's Statement of Compliance</b>
<b>Personnel Requirements</b>	<p>NAC Gate – 2 guards at twelve (12) hours work a day including Sundays and Holidays</p> <p>Pook Marikudo (Vargas) – 2 guards at twelve (12) hours work a day including Sundays and Holidays</p> <p>Pook Balagtas (Dormitory) – 2 female guards at twelve (12) hours work a day including Sundays and Holidays</p> <p>Pook Sumakwel (Admin and School Areas) - 2 guards at twelve (12) hours work a day including Sundays and Holidays</p> <p>Tanghalang Mariang Makiling (NAC Theater) -2 guards at twelve (12) hours work a day including Sundays and Holidays</p> <p>Pook Aliguyon (Marvilla)- 2 guards at twelve (12) hours work a day including Sunday and Holidays</p> <p>Bulwagang Sarimanok (Clubhouse) - 2 guards at twelve (12) hours work a day including Sundays and Holidays</p> <p>Tranca, Bay, Laguna – 4 guards at twelve (12) hours work a day including Sundays and Holidays</p> <p>1 Officer-In-Charge (Roving) at twelve (12) hours work a day including Sundays and Holidays</p> <p>1 Shift-In-Charge (Roving) at twelve (12) hours work a day including Sundays and Holidays</p>	
<b>Deployment Schedule</b>	<p>The AGENCY warrants the PHSA that the guards assigned to the latter shall be on duty only for a maximum of twelve (12) hours continuous service duty notwithstanding, in case an incoming guard fails to report to work or comes in late due to sickness, difficulty in transportation, and other emergencies, or in case of changing shifts, the following procedures shall be followed:</p> <ol style="list-style-type: none"> <li>1. Changing of shift-in case of on-duty guard in day shift changes to night shift, or vice-versa, the particular shift should be assigned a reliever guard in order to prevent a 24-hour duty of the same security personnel.</li> </ol>	

	<p>2. Late substitution-the guard on duty shall not leave his post unless relieved by the incoming guard who shall only punch in at the time he comes in. No. of Hours late shall be deducted from the billing.</p> <p>3. Emergency leave and/or sickness-in cases where a regular guard is absent, without prior notification due to the above-mentioned reasons, the AGENCY's OIC shall immediately assign a reliever.</p> <p>4. Report on Extension of Time-where a guard renders service in excess of the stipulated maximum twelve (12) hours continuous service, promptly inform the PHSA through the office of the General Services Section.</p> <p>It is agreed and understood that the number of guards may increased or decreased as the need arises. The compensation for such shall be based on the daily rate of regular guards at the time that they are required to render services.</p>	
<b>Place of Assignment</b>	<p>Philippine High School for the Arts, National Arts Center, Mt. Makiling, Los Baños, Laguna; and</p> <p>PHSA Senior High School Campus, Brgy. Tranca, Bay, Laguna</p>	
<b>Areas to be Covered</b>	<p>NAC Gate, Vargas Area, Dormitory Area, Administration and School Areas, NAC Theater, Clubhouse and Marvilla at PHSA, National Arts Center, Mt. Makiling, Los Baños, Laguna and Gate, Dormitory and Classroom Areas at PHSA Senior High School Campus, Brgy. Tranca, Bay, Laguna which includes offices, studios, grounds and other areas and current properties which are not herein specified.</p>	
<b>Duties and Responsibilities of Security Personnel</b>	<p>Maintain peace and order at the aforementioned premises, safeguard and protect the students, officers and employees, customers, visitors and guests from assault or bodily harm and to enforce and implement pertinent rules and regulations</p>	

	<p>including that of the entity aimed at maintaining security and safety.</p> <p>To ensure effectiveness in safeguarding and protecting the properties of the PHSA, a “Gate Pass” Slip containing the description of the property duly filled out and signed by the responsible officer or official shall be the authority of the guard in allowing the said property to be brought out of the guarded premises. In this connection, it is necessary that the PHSA must submit in advance the respective specimen signatures of approving authorities, which shall be officially endorsed in writing by the PHSA to the AGENCY. The AGENCY in return briefs the guards on the mechanics of this procedure. Properties placed inside car compartment without the corresponding gate pass slip shall not be the responsibility of the AGENCY. Hence, the PHSA agrees that all outgoing vehicles shall be subject to inspection by the guard on duty in Duran, School, Theater and NAC Gate.</p> <p>Copy of records of property brought inside the guarded premises but not included in the inventory list shall be furnished to the guard through the AGENCY’s office.</p> <p>Monitor trip tickets of vehicle before leaving the premises and record the departure and arrival of the units.</p> <p>The following shall be addressed by the Security Unit:</p> <ol style="list-style-type: none"><li>1. Concerns related to security of students and their personal belongings;</li><li>2. Implementation of dormitory policies related to security;</li><li>3. Implementation of Administrative policies such as drivers’ trip ticket inspection, odometer reading, safekeeping of vehicle key, etc.,</li><li>4. Grounds security policies to be coordinated with the PHSA Administrator.</li></ol>	
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<p><b>Payment of Services</b></p>	<p>Rates include all benefits due to guards, including all government-mandated cost, administrative cost and the applicable value-added tax. Payment of services shall be based on the billing submitted by the AGENCY every 15<sup>th</sup> and end of the month, and upon submission of certificate of remittance evidencing monthly payment of SSS, Pag-IBIG, Bureau of Internal Revenue (BIR) and other documents required by the PHSA. Failure on the part of the AGENCY to pay the salary and 13<sup>th</sup> month pay of their personnel assigned to the PHSA shall be a ground for disqualification from participating in the PHSA’s future bidding for security services.</p> <p>Provided, that the payment of the above services including any adjustment in rates shall be subject to the existing rules and regulations of the Commission on Audit and the availability of cash.</p>																
<p><b>Qualifications of Security Personnel</b></p>	<p>The AGENCY shall provide the PHSA during the term of this agreement, qualified, bonded, uniformed and armed, physically and mentally fit, security personnel and officer with the following requirements:</p> <table border="1" data-bbox="485 1137 1114 1883"> <thead> <tr> <th></th> <th><b>SECURITY OFFICER</b></th> <th><b>SECURITY PERSONNEL</b></th> </tr> </thead> <tbody> <tr> <td>Age:</td> <td>25 to 55 years old</td> <td>25 to 55 years old</td> </tr> <tr> <td>Height:</td> <td>5’5” for male</td> <td>5’5” for male and 5’2” for female</td> </tr> <tr> <td>Experience:</td> <td>At least two (2) years of progressive experience as a security officer or its equivalent</td> <td>Minimum of two (2) years substantive experience</td> </tr> <tr> <td>Education:</td> <td>College Degree relevant to the job</td> <td>High School Graduate or College Level, 2 years or above</td> </tr> </tbody> </table>		<b>SECURITY OFFICER</b>	<b>SECURITY PERSONNEL</b>	Age:	25 to 55 years old	25 to 55 years old	Height:	5’5” for male	5’5” for male and 5’2” for female	Experience:	At least two (2) years of progressive experience as a security officer or its equivalent	Minimum of two (2) years substantive experience	Education:	College Degree relevant to the job	High School Graduate or College Level, 2 years or above	
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Education:	College Degree relevant to the job	High School Graduate or College Level, 2 years or above															

<p><b>Functions and Duties of the AGENCY</b></p>	<ol style="list-style-type: none"> <li>1. Submit an updated personal data sheet of all security personnel to the PHSA;</li> <li>2. Require security personnel to undergo drug test at least once a year. Security Personnel whose drug test results are positive for prohibited drugs shall be replaced at once. The AGENCY shall furnish the PHSA a copy of the test results;</li> <li>3. Guarantee each security personnel a pay rate not lower than the minimum wage rate and provide other remuneration as provided for in the Philippine Labor Code and other existing social legislations. The AGENCY shall likewise submit to PHSA copies of pay slips;</li> <li>4. Advise PHSA within a reasonable time thereafter, of the removal or separation from the service of any of its personnel and shall state the cause of such removal or separation;</li> <li>5. Secure the necessary permits or licenses to operate and perform its undertaking herein;</li> <li>6. Pay for all taxes, licenses, permits and fees which are due or may become due to the local and/or national government on account of this Agreement;</li> <li>7. Provide at its expense, uniforms for all its security personnel. Ensure that all personnel shall at all times wear identification cards and uniforms provided by the AGENCY while on duty;</li> <li>8. Present security personnel for posting for approval or disapproval of the PHSA's duly designated or authorized representative; there shall be no posting without approval of the PHSA; Remuneration of unauthorized or disapproved posting shall be disallowed by the PHSA;</li> </ol>	
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	<p>9. Remit Social Security System (SSS), Philhealth, and Pag-IBIG payments and other appropriate payments as provided for in the Labor Code of the Philippines, furnishing copies of proof of remittances to the PHSA;</p> <p>10. Pay the remuneration package to the security personnel, as provided for in the contract;</p> <p>11. Ensure the availability to all security personnel, supplies, tools and equipment at all times, as enumerated herein and specified in the contract; and</p> <p>12. The AGENCY shall submit the following to the PHSA:</p> <ul style="list-style-type: none"> <li>a. Proof of withholding tax remittance on a monthly or quarterly basis, whichever is preferable to PHSA;</li> <li>b. Proof of SSS remittance and National Labor Relations Commissions (NLRC) Certification of no pending labor case, both on a quarterly basis;</li> <li>c. Copy of pay slips, signed by the employee and duly certified by the Contractor on a monthly basis; and</li> <li>d. Other documents that may be required by the PHSA.</li> </ul> <p>13. The security personnel may be reshuffled or rotated as the management of the PHSA and the AGENCY may deem proper;</p> <p>14. All guards may be duly licensed and properly screened and cleared by the PNP Police and other government offices recognized by the government, uniformed and armed with licensed firearms;</p> <p>15. The AGENCY shall have the guards:</p> <ul style="list-style-type: none"> <li>a. Log, monitor and report any “suspicious” acts committed by any students or adults;</li> <li>b. Manage their turf by walking, roving and roaming around to deter criminality in and around the dormitory;</li> </ul>	
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	<ul style="list-style-type: none"> <li>c. Attend to all queries of visitors and guests of the PHSA related to performances and shows;</li> <li>d. Be ready to present their logbook and recordings at any time to the PHSA; and</li> <li>e. Monitor the in and out of personnel/guests/visitors.</li> </ul>	
<p><b>Conditions</b></p>	<ol style="list-style-type: none"> <li>1. That the AGENCY shall comply with all the laws and regulations relating to the entitlement of its contractual employees to labor and occupational safety and health standards, free exercise of the right to self-organizations, security of tenure, and social and welfare benefits;</li> <li>2. That the AGENCY shall comply with all their obligations specified in all applicable laws and regulations;</li> <li>3. That the AGENCY shall issue individual contracts to the personnel assigned at the PHSA before assumption of duties. The PHSA shall be provided with a copy of the contract;</li> <li>4. No Employer-Employee Relationship – It is expressly agreed and understood that the employees of the AGENCY are in no case employees of the PHSA, and as such, the PHSA shall not be responsible in any manner for any claim for personal injury or damage, including death, caused either to any said employees or to any third persons, and for claims of any nature arising out of their duties as employees of the AGENCY. The employees of the AGENCY shall be hired directly by the AGENCY, and this Agreement shall not be deemed to constitute a contract of employment by and between the PHSA, and any of the persons hired or taken by the AGENCY, it being clearly understood that this Agreement is solely between the PHSA and the AGENCY;</li> <li>5. Non-compliance by the AGENCY of the applicable rate agreed upon will be ground for termination of the contract;</li> </ol>	

	<ol style="list-style-type: none"><li>6. Whenever necessary, the PHSA may require the AGENCY to render services during Sundays and Holidays with non-monetary remuneration. The person assigned on those days shall be allowed to take time off during the week equivalent to the number of hours/days served or in case of emergency or no advanced notice has been served by the requesting party/PHSA, time off shall also be scheduled during the following week;</li><li>7. The AGENCY shall be responsible in taking disciplinary action for any violation of the contract agreement by their personnel assigned at the PHSA, such as those caught not doing their job or wasting official hours upon receipt of reports from the PHSA;</li><li>8. The total number of contracted personnel may be increased or decreased by a written request of the PHSA; provided the AGENCY is given fifteen (15) days advance notice prior to posting of the requested additional number of personnel for security services;</li><li>9. The PHSA may request to have the personnel changed or replaced at any time whose work it finds or believes to be below standards or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by the PHSA. The judgment of the PHSA on such matter shall be final and binding and should the AGENCY refuse, the former may consider the same a valid cause for the termination of this contract;</li><li>10. The AGENCY shall furnish the PHSA a complete and updated list of security personnel assigned within the premises of the PHSA and that only security personnel with identification cards shall be allowed to enter the premises;</li><li>11. The PHSA shall place at the disposal of the AGENCY a suitable storage space with lock and keys for the safekeeping of equipment and materials to be used by the AGENCY in securing the premises of the PHSA;</li></ol>	
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	<p>12. The payment of contracted services including any adjustment in rates shall be subject to the existing rules and regulations of the Commission and Audit and the availability of funds and cash;</p> <p>13. The PHSA may terminate this agreement for just and legal cause which will include two (2) times delay in the payment of salary or non-payment of contribution of personnel anytime during the affectivity of this agreement to the Social Security System (SSS), PAG-IBIG, Philhealth and withholding tax at any time by written notice given to the AGENCY at least fifteen (15) calendar days prior to the intended dates of termination;</p> <p>14. Failure on the part of the AGENCY to pay the salary and 13<sup>th</sup> month pay of their personnel assigned to the PHSA during the last quarter of the year shall be a ground for disqualification from participating in the PHSA's future bidding for security services;</p> <p>15. Continuity of this contract will be based on the quarterly performance evaluation to be undertaken by the PHSA management. A performance rating of unsatisfactory for two consecutive ratings will be a ground for termination of the contract and the AGENCY will be banned from participating in future PHSA bidding for security services;</p> <p>16. Should the AGENCY commit a breach of any of the terms and conditions in this contract and the PHSA is constrained to file an action in court to obtain relief against the AGENCY, the latter agrees and obligates to pay an amount equivalent to 30% of the total amount paid for in the complaint, and for the attorney's fees, aside from the costs and expenses litigation which the PHSA may be entitled to under the Rules of Court;</p> <p>17. Both parties agree that in case of litigation arising from or in connection with the agreement, venue of action shall be the competent court of Calamba, Laguna to the exclusion of other courts.</p>	
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<p><b>Liability to Guards and Third Parties</b></p>	<ol style="list-style-type: none"> <li>1. The AGENCY shall be responsible for all losses or damage to the property of the PHSA due to unlawful taking of the latter’s property by theft or robbery. The AGENCY shall indemnify the PHSA for any loss or damage to the property after an impartial investigation has been computed and shown that such loss or damage is due to or traceable to the fault or negligence of the AGENCY. If, in case, the PHSA or the AGENCY is either or are both not satisfied with the results of the investigation, either party can request for an investigation to be conducted by police authority and/or independent law enforcement agency concern to conduct the final investigation. The result of such investigation shall be final to both contracting parties.</li> <li>2. The AGENCY shall not be liable for losses and/or damages due to fortuitous events or <i>force majeure</i> beyond the control or competence of the guards to prevent.</li> </ol>	
<p><b>Term of Contract</b></p>	<ol style="list-style-type: none"> <li>1. This contract shall take effect on <b>January 1, 2023 to December 31, 2023</b> and the AGENCY shall continue to provide security services upon written request of the PHSA on the agreement on a month-to-month basis until renewed through negotiation of both parties depending on the satisfactory performance of the AGENCY.</li> <li>2. The AGENCY may terminate this Contract for just and legal cause which includes two (2) months delay in the payment of their services by the PHSA at any time by a written notice given to the PHSA at least thirty (30) calendar days prior to the intended date of termination.</li> <li>3. The PHSA may terminate this contract for just and legal cause which will include two (2) times delay in the payment of salary of guards within seven (7) days from the schedule date of payment or non-payment of mandatory contribution anytime during the effectivity of</li> </ol>	

	<p>this agreement to the Social Security System (SSS), PAG-IBIG, Philhealth, and BIR. After the seventh day, a written notice will be given to the AGENCY at least thirty (30) calendar days prior to the intended date of termination.</p> <p>4. In the event of termination of the Agreement for Breach of any of the terms and conditions in this Agreement, the bond at the option of the PHSA, shall be automatically forfeited in favor of, and become immediately payable to and collectible by the PHSA, otherwise the bond shall remain and continue to be in full force and effect until the obligations as to the complete and faithful compliance of the agreement and liquidated damages and other indemnities shall have been fully satisfied, discharged, settled and paid by the AGENCY and the bond released by the PHSA.</p> <p>5. Non-compliance of the Cost Distribution as presented will be ground for termination.</p>	
<p><b>Representation and Warrants of the AGENCY</b></p>	<p>The AGENCY represents and warrants the following:</p> <ol style="list-style-type: none"> <li>1. That it has substantial capital or investments in the form of subscribed capital, tools, equipment, uniforms, protective gear, and safety devices, among others, necessary to perform or complete the services subject of this Agreement;</li> <li>2. That it shall comply with all the laws and regulations relating to the entitlement of its contractual employees to labor and occupational safety and health standards, free exercise of the right to self-organization, security of tenure and social and welfare benefits; and</li> <li>3. That it shall comply with all the obligations of the contractor specified in all applicable laws and regulations.</li> </ol>	

	<p>Should any such employee or other person or PHSA sue or file any case against the PHSA on the theory that it is the employer of such employee, the AGENCY shall assist the PHSA in defending this Agreement as one which establishes between the PHSA and the AGENCY the relation of owner and independent contractor, and the AGENCY shall hold the PHSA free from judgment or decision which may be rendered against the PHSA as the employer of said person. The performance bond executed by the AGENCY in favor of the PHSA, as provided in this Agreement, shall likewise cover claims against, or expenses of the PHSA in this regard.</p>	
<p><b>Supplies, Materials and Equipment</b></p>	<p>The AGENCY shall provide the following supplies, materials and equipment needed in the implementation of the Agreement.</p> <p>A. <u>FOR PHSA, NATIONAL ARTS CENTER, MT. MAKILING, LOS BAÑOS, LAGUNA</u></p> <ol style="list-style-type: none"> <li>1. Two (2) Motorcycle 150cc and above for the roving guard who possess a valid driver’s license (4-stroke);</li> <li>2. Eight (8) ICOM IC – V8 Model portable upgraded handheld radios for the guards; rechargeable for three days and spare battery pack for each radio;</li> <li>3. One unit (1) base – radio with antenna</li> <li>4. Six (6) handheld radios for the office of the Director III, Administrative &amp; External Services Division Office, Registrar Office, Houseparent Office, Faculty Room and reserve unit with portable charger and battery pack;</li> <li>5. Eight (8) Branded heavy-duty flashlights (minimum of 3 size D rechargeable batteries);</li> <li>6. Sixteen (16) Nightsticks;</li> <li>7. Sixteen (16) Medical/First Aid kits;</li> <li>8. Sixteen (16) raincoats and boots;</li> <li>9. Three (3) upgraded licensed 12 gauge shotguns;</li> <li>10. Five (5) upgraded licensed caliber 9mm pistol;</li> </ol>	

	<p>11. Two (2) Metal Detector  12. Four (4) upgraded reflectorized traffic vests;  13. Eight (8) big umbrellas;  14. One (1) unit Desktop Computer with printer; and  15. The PHSA may require the AGENCY to provide more equipment to the security personnel if the former found it necessary, as may agreed upon in writing by both parties.</p> <p><b><u>B. FOR PHSA SENIOR HIGH SCHOOL, BRGY. TRANCA, BAY, LAGUNA</u></b></p> <p>1. One unit (1) base – radio with antenna  2. Two (2) ICOM IC – V8 Model portable upgraded handheld radios for the guards; rechargeable for three days and spare battery pack for each radio;  3. Two (2) Branded heavy-duty flashlights (minimum of 3 size D rechargeable batteries);  4. Four (4) Nightsticks;  5. Four (4) Medical/First Aid kits;  6. Four (4) raincoats and boots;  7. One (1) upgraded licensed 12 gauge shotguns;  8. One (1) upgraded licensed caliber 9mm pistol;  9. Two (2) Metal Detector  10. Two (2) upgraded reflectorized traffic vests;  11. Two (2) big umbrellas; and  12. The PHSA may require the AGENCY to provide more equipment to the security personnel if the former found it necessary, as may agreed upon in writing by both parties.</p>	
<b>Payment of Notarial Fee and Cost of Publication</b>	Notarial fee shall be shouldered by the AGENCY	
<b>Business Experience</b>	The AGENCY must have been in the business for Security Services for not less than five (5) years.	



## **BIDDER'S UNDERTAKING**

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this BID is binding on us.

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**Bidder's Company Name (in print)**

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**Signature Over Printed Name of Authorized Representative**

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**Date**

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

# Checklist of Technical and Financial Documents

<b>Name of Bidder</b>			
<b>ENVELOPE NO. 1</b>			
<b>I. TECHNICAL COMPONENT ENVELOPE</b>			
<i>Class "A" Documents</i>			
<b><u>Legal Documents</u></b>			
1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <b><u>or</u></b>		
	1.a. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document.		
	1.b. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.		
	1.c. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).		
<b><u>Technical Documents</u></b>			
2	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.		
3	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;		
4	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <b><u>or</u></b> Original copy of Notarized Bid Securing Declaration;		
5	Conformity with the Technical Specifications which may include production/delivery schedule, manpower requirements, and as enumerated and specified in Section VII of the <b>PBD</b> .		
6	Original duly signed Omnibus Sworn Statement (OSS); <b>and</b> 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.		

<b><u>Financial Documents</u></b>			
7	The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.		
8	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); <b>or</b> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.		
<b><i>Class "B" Documents</i></b>			
9	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <b>or</b> 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.		
<b>ENVELOPE NO. 2</b>			
<b>II. FINANCIAL COMPONENT ENVELOPE</b>			
1.	Original copy of duly signed and accomplished Financial Bid Form; <b>and</b>		
2.	Original copy of duly signed and accomplished Price Schedule(s).		

**NOTE:**

The Bidder is responsible to double check the full description of above requirements in the bidding documents issued by the PHSA.

The Bidders are required to provide a Table of Contents and corresponding tab/label for each submitted technical and financial components to help ensure completeness of submission by the bidders and facilitate examination by the BAC.

**Any missing document is a ground for outright rejection of the bid.**

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

# BID FORM

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

To: **BIDS AND AWARDS COMMITTEE**  
**Philippine High School for the Arts**  
National Arts center, Mt. Makiling,  
Los Baños, Laguna

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 and Currency	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 FORM**

**PROJECT NAME: PROVISION OF SECURITY SERVICES AT PHSA FOR THE YEAR 2023**

**PROJECT NO. : PHSABAC-PB-2022-10-005**

Particulars	PER WAGE ORDER NO. IVA-19	
	Day Shift (10) ( A )	Night Shift (10) ( B )
Daily Rate	401.00	401.00
No. of Hours	12.00	12.00
Equivalent No. of Days in a Year	393.50	393.50
<b>A. Direct Labor</b>		
1. Monthly Basic Pay (P401x393.50/12 mos.)	13,149.46	13,149.46
2. Overtime Pay (P401x50%x1.25x393.50/12)	8,218.41	8,218.41
3. Night Differential Pay (A.1x10%)	0.00	1,314.95
4. 5-Day Incentive Leave (P401x5/12)	167.08	167.08
5. 13th Month Pay (P401x365days/12/12)	1,016.42	1,016.42
6. Uniform Allowance	100.00	100.00
<b>Sub-total A</b>	<b>22,651.37</b>	<b>23,966.32</b>
<b>B. Government Dues</b>		
1. Retirement Benefit (P401x22.50/12)	751.88	751.88
2. Pag-IBIG Contribution	100.00	100.00
3. SSS	1,700.00	1,700.00
4. Philhealth	295.86	295.86
5. ECC	30.00	30.00
<b>Sub-total B</b>	<b>2,877.74</b>	<b>2,877.74</b>
<b>Total A + B</b>	<b>25,529.11</b>	<b>26,844.06</b>
<b>C. Agency Fee</b>		
Administrative Overhead and Margin		
<b>Sub-total C</b>		
Sub-totals (A + B + C)		
Add: 12% VAT		
Total Monthly Salary		
<b>No. of Security Guards (included the 2 OICs)</b>	<b>10</b>	<b>10</b>
<b>Total Per Month</b>		
No. of Months	12	12
<b>Minimum Contract Rate for 12 Hrs</b>		
<b>Grand Total</b>		
Total Approved Budget for the Contract:	Php	7,785,000.00
Required Bid Bond (2% of the ABC):	Php	155,700.00
Required Bid Bond (5% of the ABC):	Php	389,250.00
Contract Duration:	January 01, 2023 to December 31, 2023	
Price Validity	120 Calendar days from Bid Opening	
TOTAL BID PRICE (in figures):		
TOTAL BID PRICE (in words)		
Company Name:		
Address:		
Phone No.		
Fax No.		
Email Address:		
Quoted by (Name and Signature)		



**Statement of All Ongoing Government and Private Contracts,  
including Contracts Awarded but not yet Started**

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

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

Name of Contract/Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
				Planned	Actual	
<b><u>Government</u></b>						
<b><u>Private</u></b>						

**Note:** This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the Owner
3. Certificate of Accomplishments signed by the owner or authorized representative

Submitted by: \_\_\_\_\_

(Printed Name & Signature)

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

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

**Instructions:**

- i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid)
- ii. If there is no ongoing contract including awarded but not yet started, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

**Statement of the Bidder's Single Largest Completed Contract Similar to the Contract to be Bid**  
(indicate only one)

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

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

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	a. Amount at Award b. Amount at Completion c. Contract Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
<u>Government</u>				
<u>Private</u>				

**Note:** This statement shall be supported with:

1. Notice of Award and/or Contract
2. Certificate of Completion
3. Certificate of Acceptance

Submitted by: \_\_\_\_\_

(Printed Name & Signature)

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

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

## Net Financial Contracting Capacity (NFCC) Form

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A. Summary of the Bidder's assets and liabilities on the basis of the attached audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

		Year 20____
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Net Worth (1-3)	
6	Net Working Capital (2-4)	
7	Total Value of Outstanding Works	

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

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

NFCC = Php \_\_\_\_\_

Herewith attached is a true copy of the audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

Submitted by:

\_\_\_\_\_  
Registered Business Name of Bidder

\_\_\_\_\_  
Name and signature of Authorized Representative

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

## **Bid Securing Declaration Form**

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, [date issued], [place issued]

IBP No. \_\_, [date issued], [place issued]

Doc. No. \_\_\_\_\_

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

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

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### CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

### **Acknowledgment**

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, *[date issued]*, *[place issued]*

IBP No. \_\_, *[date issued]*, *[place issued]*

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## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

*[Insert signatory's legal capacity]*

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, *[date issued]*, *[place issued]*

IBP No. \_\_, *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

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## Performance Securing Declaration (Revised)

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

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

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]  
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, [date issued], [place issued]

IBP No. \_\_, [date issued], [place issued]

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**COMMITTED CREDIT LINE CERTIFICATE**

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

Name of the Head of the Procuring Entity

Name of the Procuring Entity

Address of the Procuring Entity

CONTRACT/PROJECT: \_\_\_\_\_

COMPANY/FIRM: \_\_\_\_\_

ADDRESS : \_\_\_\_\_

BANK/FINANCING INSTITUTION: \_\_\_\_\_

ADDRESS : \_\_\_\_\_

AMOUNT : \_\_\_\_\_

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the <Supplier/Distributor/Manufacturer/Contractor>, if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the <Supplier/Distributor/Manufacturer/Contractor> of the Notice of Award and such line of credit shall be maintained until the project is completed by the Contractor.

This Certification is being issued in favor of said <Supplier/Distributor/Manufacturer/Contractor> in connection with the bidding requirement of (Name of the Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized Financing Institution Officer : \_\_\_\_\_

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

Concurred By:

Name & Signature of <Supplier/Distributor/Manufacturer/Contractor>'s Authorized Representative : \_\_\_\_\_

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

*Note: The amount committed should be machine validated.*

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, [date issued], [place issued]

IBP No. \_\_, [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_.

## JOINT VENTURE FORM

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### PROVISION OF SECURITY SERVICES AT PHSA FOR THE YEAR 2022

In line with the required eligibility document in the bidding for the above-mentioned item, we are submitting the appropriate document/s as indicated in the box checked below:

- Valid and existing Join Venture Agreement (JVA)
- Notarized statement from potential joint venture partners stating that we will enter into a JVA and will abide by the provision of the JVA and will abide by the provision of the JVA in the instance that the bid is successful.
- Not Applicable

I hereby certify that all statement and information provided herein are complete, true, and correct.

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

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

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

Company : \_\_\_\_\_

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

Telephone/ Fax/ E-mail : \_\_\_\_\_

# JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:  
\_\_\_\_\_, of legal age, \_\_\_\_\_, owner/proprietor of  
\_\_\_\_\_ and a resident of \_\_\_\_\_.

-and-

\_\_\_\_\_, of legal age, \_\_\_\_\_,  
owner/proprietor of \_\_\_\_\_ a resident of  
\_\_\_\_\_.

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Eligibility Check, Bidding and Undertaking of the hereunder stated Contract of the \_\_\_\_\_.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.

That both parties agree that \_\_\_\_\_ and/or \_\_\_\_\_ shall be the Official Representative of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contracts until terminated by both parties.

Done this \_\_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_.

Name of Authorized Representative/Owner: \_\_\_\_\_

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

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



## ENVELOPE SEALING ILLUSTRATION



