

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT

FIELD OFFICE VII

CEBU CITY

BIDDING DOCUMENTS FOR

**Provision of Security Manpower Services
for CY 2023**

ITB No. DSWD7-PB-2023-04

November 2022

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Section I. Invitation to Bid

Provision of Security Manpower Services for CY 2023

ITB No. DSWD7-PB-2023-04

1. The *Department of Social Welfare and Development, Field Office VII (DSWD-FO VII)*, through the *authorized appropriations for Fiscal Year 2023 General Appropriations Act* intends to apply the sum of **Eleven Million Pesos Only (₱11,000,000.00)** payments under the contract for the **Provision of Security Manpower Services for CY 2023**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DSWD Field Office VII* now invites bids from **PhilGEPS registered service providers**. Delivery of the services is required within **Section VI. Schedule of Requirements**. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a **Single Largest Completed Contract (SLCC) similar to the Project, at least 50% of the ABC or equivalent to ₱5,500,000.00**. The SLCC should be supported with the following documents:
 - i.) Either of Contract, Purchase Order, Notice of Award or Notice to Proceed, and
 - ii.) Either of Certificate of Completion, Certificate of Acceptance, Inspection and Acceptance, Official Receipt / Collection Receipt or Sales Invoice.
3. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
4. 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, otherwise known as the "Government Procurement Reform Act".

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.

5. Prospective Bidders may obtain further information from *Department of Social Welfare and Development Field Office VII* and inspect the Bidding Documents at the address given below during *office hours, 8:00 AM – 5:00 PM*.
6. A complete set of Bidding Documents may be acquired by interested Bidders on ***November 22, 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 **Php 25,000.00***.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees, they may present in person or through electronic means.

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

As stated in GPPB Resolution No. 09-2020, dated 7 May 2020, PEs to maximize the use of existing rules under RA No. 9184, its IRR and related issuances on the conduct of procurement activities, particularly those meant to streamline, simplify and expedite the conduct of procurement and address the challenges and disruptions brought by calamities and crisis such as the COVID-19 pandemic, such as use of videoconferencing, webcasting and similar technology in the conduct of any of the meetings and determination of quorum by the BAC.

7. The *DSWD Field Office VII* will hold a Pre-Bid Conference on ***November 29, 2022, Tuesday, 4:00 PM*** at ***DSWD Field Office VII Conference Room, Cebu City*** and/or through ***video-conferencing via Google Meet using the code: procurement7***, which shall be open to prospective bidders.

Note:

DSWD Field Office is implementing health screening and temperature checks for all personnel, visitors and clients. For your protection, please wear your mask at all times during your visit. Also, kindly fill-out the Health Checklist Form for visitors / clients and submit to the PE's security guard prior to entering the premises.

8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before ***December 12, 2022, Monday, 10:15AM***. Late bids shall not be accepted.

9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **December 12, 2022, Monday, 10:30AM** at **DSWD Field Office VII Conference Room, Cebu City** and/or **via Google Meet using the code: procurement7**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. As stated in Section 22.5.1 of the IRR of RA 9184, request for clarifications on any part of the Bidding Documents or for an interpretation must be in writing and submitted to the BAC of the Procuring Entity concerned at least ten (10) calendar days before the deadline set for the submission and receipt of bids. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, duly signed by the BAC Chairperson, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of bids.
12. The *DSWD Field Office VII* 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:

MS. LILIBETH A. CABIARA

Head, BAC Secretariat

DSWD – Field Office VII

M.J. Cuenco corner Gen. Maxilom Avenue, Cebu City

Tel. Nos. (032) 2338785 local 140 and 149

Email Add: bac.fo7@dswd.gov.ph

Website: <https://fo7.dswd.gov.ph/>

November 21, 2022

(Sgd.) PATRICIA R. MEGALBIO

Chairperson, Bids and Awards Committee II

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

The Procuring Entity, *DSWD Field Office VII* wishes to receive Bids for the *Provision of Security Manpower Services for CY 2023*, with identification number **ITB No. DSWD7-PB-2023-04**

The Procurement Project is composed of *1 lot*, the details of which is described in **Section VII. Technical Specifications**.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **CY 2023** in the amount of *Eleven Million Pesos Only (P11,000,000.00)*

2.2 The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Projects 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 sources 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 the 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:

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its 2016 revised IRR allow foreign bidders to participate;
- (b) 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;
- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) 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 A No. 9184 the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- (a) For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

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:

(a). **Subcontracting is not allowed.**

7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. *[If subcontracting is allowed during the contract implementation stage]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding maybe changed during the implementation of this contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.

7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults or negligence, or those of its agents, servants or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this project ***November 29, 2022, Tuesday, 4:00 PM*** at ***DSWD Field Office VII Conference Room, Cebu City*** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity either at its given address or through electronic mail indicated in the **IB**, at least ten (10) 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 VII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[3 years – relevant period as provided in paragraph 2 of the IB]* 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 VII (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 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 destination¹⁸ 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.

13.2. Payment of the contract price shall be 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 **120 calendar days** from the date of 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 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 Bidder's 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 maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purpose 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 by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items shall be awarded as one contract.

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 (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

Participating bidders are encouraged to have an existing Landbank of the Philippines (LBP) Account in compliance to DBM Circular Letter No. 2013-16

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

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. The name of the Contract is <i>Provision of Security Manpower Services for CY 2023</i>, similar contracts shall refer to <i>Provision of Security Manpower Services</i>.</p> <p>b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP (state place of destination) or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>two percent (2%) of ABC</i> or equivalent to Php 220,000.00, if bid security is in cash, cashier's/manager's check, bank draft / guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <i>five percent (5%) of ABC</i> or equivalent to Php 550,000.00, if bid security is in Surety Bond.</p>
15	<i>Each Bidder shall submit ONLY one (1) original copy of the first and second components of its bid.</i>
19.2	<p><i>Detailed Evaluation and Comparison of Bids</i></p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p>

20.1	<p><i>Post-Qualification</i></p> <p>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 (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.</p> <p><i>Participating bidders are encouraged to have an existing Landbank of the Philippines (LBP) Account in compliance to DBM Circular Letter No. 2013-16.</i></p>
20.2	<p><i>This project shall be awarded as one project.</i></p>
29.2	<ol style="list-style-type: none"> 1. Latest Income and Business Tax Returns, filed and paid through Electronic Filing and Payments System (EFPS), consisting of the following: <ol style="list-style-type: none"> a. Income Tax Return with proof of payment, and b. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the period. 2. Latest Certificate of No Pending Cases from DOLE as of December 31, 2021 or any later date however, subject to evaluation with DOLE as to any pending cases filed after the issuance of the certification. 3. Latest Mayors Permit issued by the city/municipality where the Local Office is located. 4. BIR Certificate of Registration with line of business for Security Services and/or to include Security Services. 5. Certificate of Good Standing and Compliance with statutory obligation from SEC / DTI / PAGIBIG / PHILHEALTH & SSS.

Section IV. General Conditions of Contract

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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 Contracts (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 test the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or test 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 nay 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

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contracts shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate names]</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods. b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this

	<p>e. Training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relive the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be</p>
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	<p>sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross Weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging id practical. If not practical, the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified pace of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods, CIF, CIP, or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of the Philippine</p>
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	<p>registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by the INCOTERMS for DDP deliveries. In case of Goods supplied from within the Philippines or supplies by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial rights arising from use of the Goods or any part thereof.</p>
2.2	<p>“The term of payment shall be as follows: —_____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>.</p>

Section VI. Schedule of Requirements

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

Item No.	Office/Station	No. of Guard	No. of Shift	No. of Hour	Days/Time of Duty	Contract Duration
1.	Field Office Main Compound, Cebu City	6 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months
2.	Center Intervention Section / SWAD Cebu Compound / Warehouse Area, Cebu City	6 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months
3.	Area Vocational Rehabilitation Center II (AVRC II), Camomot-Franza Rd., Labangon, Cebu City	3 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months
4.	Regional Haven for Women, Camomot-Franza Rd., Labangon, Cebu City	3 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months
5.	Home for Girls, Camomot-Franza Rd., Labangon, Cebu City	3 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months
6.	Reception and Study Center for Children (RSCC), Camomot-Franza Road, Labangon, Cebu City	3 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months
7.	Regional Rehabilitation Center for Youth (RRCY), Candabong, Argao, Cebu	3 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months
8.	SWAD-Bohol Office and Warehouse, Tagbilaran City, Bohol	3 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months
9.	DSWD Warehouse, Tagbilaran City,	3 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months

10.	Regional Warehouse, Labangon, Cebu City	4 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 8 AM – 5 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months
11.	Warehouse, Dumaguete City, Negros Oriental	3 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months
12.	SWAD-Negros Office, Dumaguete City, Negros Oriental	3 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months
13.	SWAD-Siquijor Office, Siquijor, Siquijor	3 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months
14.	Visayas Disaster Response Center (VDRC), Mandaue City & New Rented Warehouse, Cebu City	9 Guards	3	8 hours/shift or a total of 24 hours/day	Monday - Sunday 7 AM – 3 PM 3 PM – 11 PM 11 PM – 7 AM	9 Months

Other Provision:

Posting of security guards and other requirements to each Office/Station shall commence within 7 calendar days from receipt of the Notice to Proceed.

I hereby certify to comply and deliver the goods within the above-stated period.

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

Section VII. Technical Specifications

Bidders must state either “**Comply**” or “**Not Comply**” in each of the individual parameters of each Specification stating the corresponding performance parameter of the item offered. Statements of “Comply” or “Not Comply” must be supported by evidence and cross-referenced to that evidence or may copy the specification stated in verbatim if applicable. A statement of “Comply” or “Not Comply” 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.

Item No.	Specification	Statement of Compliance/Bidder's Specification
I.	STABILITY & MINIMUM REQUIREMENTS OF SERVICE PROVIDER	
	<ul style="list-style-type: none"> ➤ Years of Experience – At least five (5) years in the business ➤ Must have an operational office either within Cebu City/Talisay City/Mandaue City/Lapu-Lapu City ➤ Liquidity of the Contractor – At least 2 Million (Current Assets minus current liabilities based on Balance Sheet as of December 31, 2021) ➤ Organizational Set-up – With good office set-up, personnel and office tools and equipment. ➤ Must have sufficient capital to answer the salaries of security guards and other benefits in case of delayed collections/payment. ➤ Must be prompt in payments of SSS, Philhealth and Pagibig contributions of all security guards. ➤ Must be of good standing and compliance with statutory obligation from SEC/DTI, PAG-IBIG, PHILHEALTH, and SSS (<i>certificates must be presented during post-qualification</i>). ➤ Must have valid and updated NLRC Clearance (<i>must be presented during post-qualification</i>). ➤ All guard assigned for this contract should be trained on Disaster Response (<i>Training Certificates must be presented during post-qualification</i>). ➤ Must be prompt in payments of salaries of their security guards. ➤ Must have sufficient communication equipment and reliable & serviceable firearms. 	

II.	PERFORMANCE CRITERIA	
	<p>The Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on the following set of performance criteria:</p> <ul style="list-style-type: none"> ➤ quality of service delivered; ➤ time management; ➤ management and suitability of personnel; ➤ contract administration and management; ➤ weekly provision of regular progress report; ➤ attentiveness and presence of mind of guards on duty; ➤ compliance with DSWD-FO VII instructions and policies; ➤ provision of a roving supervisor <p><i>Note: Attach at least two (2) Certificate of Performance from completed/existing contracts</i></p>	
III.	GENERAL SCOPE OF WORKS	
	<ol style="list-style-type: none"> 1. Protect the DSWD properties and personal belongings of personnel in their areas of jurisdiction from burglary, robbery, vandalism, pilferage, theft and other unlawful acts. 2. Implement strict precautionary measures within the area of responsibilities including peace and order. 3. Assist in the authorized investigation of cases involving injury, loss of lives and damage to properties. 4. Implement rules and regulations, directives, local ordinances and other related policies which maybe promulgated from time to time. 5. Except on fortuitous events and/or negligence of the DSWD Officials and employees, the Contractor shall be accountable for the following: <ol style="list-style-type: none"> i. Loss or damage of DSWD properties or facilities appearing in the Inventory Report or other documents which serve as proof of ownership. ii. Any damages incurred due to negligence in the performance of duty of security guards. 6. Prompt submission of reports that maybe required by the DSWD on the security activities. 7. Obtain basic data and provide Identification Card 	

	(ID) to visitors and clients of DSWD upon entry. 8. For emergency cases, the Contractor shall coordinate with proper authorities, police or agency designated officials.	
IV.	REQUIRED SECURITY EQUIPMENT FOR THIS CONTRACT	
	<ul style="list-style-type: none"> ➤ Firearms - 19 units ➤ Surveillance Mirror - 7 units ➤ Metal Detector - 14 units ➤ Flashlights w/ extra batteries- 19 units ➤ Knight Stick - 19 units ➤ Raincoat - 55 units ➤ Rain Boots - 55 units ➤ Umbrella - 19 units ➤ Whistle - 55 units ➤ First Aid Kit - 19 units ➤ Communication Device - 19 units <p>Remarks: Firearms should be in good condition. Must have a license from Firearms and Explosive Office (FEO) and PNP with complete load of ammunition. No “paltik” revolver should be issued to the Security Guards.</p>	
V.	MINIMUM REQUIREMENTS FOR SECURITY GUARDS	
	<ol style="list-style-type: none"> 1. Must possesses a valid security guard license. 2. Must have at least 1-year experience as security guard supported with a certification. 3. Must be a Filipino citizen. 4. Minimum height requirement: male - 5’5”; female - 5’2”. 5. Must be at least 25 years old but not more than 50 years old. 6. Must be at least college level for those who will be assigned at Centers and Institutions and at the Field Office (Main & CIS Compound), while other area must be at least high school graduate. 7. Must have certificates on neuropsychological, medical and drug tests issued by duly accredited agency of PNP. 8. Must have barangay, police and NBI clearances. 9. Must have a certificate of good moral 	

	<p>character issued by a barangay official in the barangay where he/she resides.</p> <p>10. Must be trained on Disaster Response (supported with Training Certificate).</p> <p>11. Must be fully vaccinated for COVID-19 virus.</p> <p>12. Must submit an updated biodata duly signed by the security guard.</p>	
VI.	SECURITY MEASURES	
	<p>1. FOR DSWD PERSONNEL</p> <p>a) Implement strictly the “No ID No Entry Policy”.</p> <p>b) Monitor/search for deadly weapons, explosives, toxic chemicals, drugs and contraband items/harmful materials upon reasonable grounds for suspicion, cause arrest of employee/s.</p> <p>c) Check bags, plastic bags, boxes and vehicles for security purposes.</p> <p>d) Prevent/detect any form of breach of DSWD rules and regulations and if possible, report or cause the arrest of the perpetrator/s.</p> <p>e) Implement strictly the No Entry to secured/restricted areas without proper authorization/clearance.</p> <p>f) Exercise tact and courtesy at all times.</p> <p>g) Assist employees as may be requested/needed.</p> <p>h) Maintain logbook for personnel and property/equipment movements.</p> <p>i) No entry and stay in office after office hours, including Saturdays, Sundays and Legal Holidays unless authorized.</p> <p>j) Full concentration on security works. Avoid chatting to employees.</p>	
	<p>2. FOR DSWD GUESTS/VISITORS</p> <p>a) Implement strictly the “No ID No</p>	

	<p>Entry Policy”.</p> <ul style="list-style-type: none"> b) Monitor/search for deadly weapons, explosives, toxic chemicals, drugs and contraband items/harmful materials upon reasonable grounds for suspicion, cause arrest of visitor/s. c) Prevent/detect any form of breach of DSWD rules and regulations and if possible, report or cause the arrest of the perpetrator/s. d) Prevent entry to secured/restricted areas without proper authorization/clearance. e) Exercise tact and courtesy at all times. f) Assist as may be required/needed. g) Maintain logbook. h) Prevent entry after office hours, including Saturdays, Sundays and Legal Holidays unless authorized. i) Prohibit loitering in the premises after visitor’s business is done. j) Obtain basic data upon entry and issue Visitor’s ID to all non-DSWD personnel and properly coordinate with the officials/employees concerned on the entry of the visitors. 	
	<p>3. FOR SUPPLIES AND EQUIPMENT</p> <ul style="list-style-type: none"> a) All outgoing DSWD properties must be covered with the appropriate documents duly signed by the authorized signatories indicating serial number/property number, person moving the equipment, time and date, etc. b) Personal properties shall be covered by personal property slip issued by the office or security guard on duty. c) Access to supply rooms and other restricted areas will be allowed to authorized personnel/staff only. d) Ensure to perform partial lock and key control system. 	

VII.	CONTINGENCY PLAN FOR VARIOUS RISKS	
	<p>1. FIRE (DURING NON-WORKING DAYS/AFTER OFFICE HOURS)</p> <ul style="list-style-type: none"> a) In case of fire, turn off the main switch. b) Use available fire-fighting equipment. c) Call Fire Department for help. d) Inform the Management immediately. e) Clear driveways. <p>2. TRESPASSING</p> <ul style="list-style-type: none"> a) Challenge and detain trespassers. b) Turn-over trespassers to PNP. c) Report to the management. <p>3. HOSTAGE SITUATION</p> <ul style="list-style-type: none"> a) Notify PNP, DSWD and all guards. b) Act as temporary negotiator until the arrival of the expert negotiator. <p>4. EARTHQUAKE</p> <ul style="list-style-type: none"> a) Prevent panic and maintain calm. b) Prevent use of direct escape thru other means of exit. c) If possible, urge personnel to seek refuge under strong piece of furniture and keep away from dangerous falling objects. <p>5. FLOOD AND TYPHOON</p> <ul style="list-style-type: none"> a) Prevent crossing of employees on flooded areas. b) Prevent exit when there are strong winds outside the building. <p>6. SABOTAGE</p> <ul style="list-style-type: none"> a) Cordon the affected area to secure evidence. b) In case of explosion, help evacuate all personnel from affected area. c) Inform the Fire Department. <p>7. BOMB THREAT</p>	

	<p>a) Immediately report to PNP.</p> <p>b) Inform DSWD-FO VII Management.</p> <p>c) Assist in the evacuation of personnel.</p> <p>d) Secure DSWD property and clear from unauthorized persons.</p> <p>e) Assist in bomb search, if necessary.</p> <p>8. DEMONSTRATIONS/MASS ACTIONS</p> <p>a) Inform DSWD-FO VII Management.</p> <p>b) Immediately report to PNP.</p> <p>c) Maximum tolerance must be observed and maintained at all times.</p> <p>d) Ensure that designated open gates must not be blocked by the demonstrators.</p> <p>e) Non-obstructive demonstrations should not be interrupted. Efforts should be made to conduct DSWD business as normally as possible.</p> <p>f) Disruptive demonstrations shall be terminated in coordination with the DSWD authorized personnel.</p>	
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I hereby certify that all statements indicated under the **Statement of Compliance** are true and correct, otherwise, if found untrue and incorrect either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

List of all Ongoing Government & Private Contracts including Contracts awarded but not yet started

Business Name : _____

Business Address : _____

Name of Contract	Date of the Contract	Contract Duration	Owner's name and address	Kinds of Goods/Services	Amount of Contract and Value of Outstanding Contracts	Date of Delivery
<u>Government</u>						
<u>Private</u>						

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

1. State all ongoing contracts including those awarded but not yet started.
2. If there is no ongoing contract including contract awarded but not yet started, state **none** or equivalent term.
3. 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 Single Largest Completed Contract
which is similar in nature**

Business Name : _____

Business Address : _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name & Address	Kinds of Goods/Services	Amount of Completed Contract	Date of Delivery

NOTE: This statement shall be supported with:

- i) Either of Contract, Purchase Order, Notice of Award or Notice to Proceed, and
- ii) Either of Certificate of Completion, Certificate of Acceptance, Inspection and Acceptance, Official Receipt/Collection Receipt or Sales Invoice.

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: ITB No. DSWD7-2023-04

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 have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

***[Insert NAME OF BIDDER'S
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. ____

Page No. ____

Book No. ____

Series of ____.

Omnibus Sworn Statement (Revised)

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'S
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. ____
Page No. ____
Book No. ____
Series of ____.

Net Financial Contracting Capacity (NFCC) Form

- a. Summary of the Bidder-Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached audited financial statements, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, 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)	

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

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

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

NFCC = ₱ _____

Submitted by:

Signature over Printed Name of Authorized Representative

Business Name of Bidder

Date: _____

Credit Line Form

Date: _____

SHALAINIE MARIE S. LUCERO, CESO IV

Regional Director

DSWD – Field Office VII, Cebu City

CONTRACT/PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING INST.	:	_____
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/Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained for one hundred twenty (120) calendar days from the date of opening of bids.

This Certification is being issued in favor of said (Supplier/Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of the Department of Social Welfare and Development – Field Office VII 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

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 _____, 20____
in the City of _____. Affiant exhibiting to me his/her Valid Identification _____, Number ____.

NOTARY PUBLIC

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

BID FORM

Date : _____

Project Identification No. : **ITB No. DSWD7-2023-04**

To: **The Bids and Awards Committee**

Department of Social Welfare & Development, Field Office VII
Cor. M.J. Cuenco and Gen. Maxilom Ave., Cebu City

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/perform the* **Provision of Security Manpower Services for CY 2023** 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: _____

Contract Price Schedule & Cost Breakdown

For all covered workers in the different areas in Region 7 using factor 393.5 days or for those who are required to work every day including Sundays or rest days, special days and regular holidays.

Item No.	Description/Computation	Class A	Class B	Class C
A.	Amount Due to Janitor			
	1. Daily Wage (Per Wage Order No. ROVII-23)	P	P	P
	2. Basic Salary (DW x 393.5 days / 12)			
	3. 13th Month Pay (DW x 365 days / 12 / 12)			
	4. Service Incentive Pay (DW x 5 Days / 12)			
	5. Night Shift Differential (#2 x 10% / 3)			
	6. Monthly Uniform Allowance (RA 5487)			
	7. Retirement Benefit (DW x 22.53 / 12) (RA 7641)			
	Total (#2 to #7)			
B.	Amount Due to Government as Mandated			
	8. SSS (Employer's Share) (compensation based on the total of #2+#4+#5+#6)			
	9. ECC (compensation based on the total of #2+#4+#5+#6)			
	10. Philhealth (Employer's Share)(based on 365days factor) (Circular No. 2019-0009)			
	11. Pag-Ibig Fund (Employer's Share) (RA 9679)			
	Total (#8 to #11)			
C.	Amount Due to Security Guard & Government (A + B)			
D.	Operating Cost			
	12. Administrative Overhead/Margin which should not be lower than 20% (D.O. 150-16)			
E.	Value Added Tax (D x 12%) (BIR Cir.Mem.#039-2007)			
F.	Contract Cost per Security Guard	P	P	P

Type	Quantity	No. of Month	Total Contract Cost For CY 2023
Class A Area	37 SG	9 Months	₱
Class B Area	12 SG	9 Months	₱
Class C Area	6 SG	9 Months	₱
Total	55 SG		
CONTRACT PRICE			₱

Amount in Words for **CY 2023**: _____

Note:

- **Basis for computation is two (2) decimal places and proper rounding off.**
- **PhilHealth computation shall be based on 2023 Philhealth Contribution Table.**

Name of Company / Bidder

Name/Signature of Authorized Representative

Date

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

and

(b) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

and

(c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Area;

and

(d) Tax Clearance per E.O No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

(e) Statement of the prospective bidder of all its ongoing government and private contract, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

(f) Statement of bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

i.) Either of Contract, Purchase Order, Notice of Award or Notice to Proceed, and

ii.) Either of Certificate of Completion, Certificate of Acceptance, Inspection and Acceptance, Official Receipt / Collection

Receipt or Sales Invoice.

(g) Original copy of the Bid Security. If in the form of Surety Bond, submit also a certification issued by the Insurance Commission,

- The amount of not less than *two percent (2%) of ABC or equivalent to Php 220,000.00*, if bid security is in cash, cashier's/manager's check, bank draft / guarantee or irrevocable letter of credit; or
- The amount of not less than *five percent (5%) of ABC or equivalent to Php 550,000.00*, if bid security is in Surety Bond.

or

Original copy of Notarized Bid Securing Declaration; **and**

(h) Conformity with the Schedule of Delivery and Technical Specifications, which may include production / delivery schedule, manpower, requirement, and/or after-sales/parts, if applicable; **and**

(i) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative, or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Technical Documents

(j) The Supplier's audited financial statement, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

(k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation **equivalent to 10% of the ABC**.

(l) Supplier must have an existing Landbank of the Philippines (LBP) Account in compliance to DBM Circular Letter No. 2013-16. This shall be verified during the conduct of post-qualification.

Class "B" Documents

(m) If applicable, a duly signed joint venture (JVA) in case the joint venture is already in existence **or**

Duly notarized statements from all the potential venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

(n) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

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

II. FINANCIAL COMPONENT ENVELOPE

(a) Original duly signed and accomplished Financial Bid Form; **and**

(b) Original duly signed and accomplished Priced Schedule(s) / Financial Proposal Sheet(s)

SUPPLIER / SERVICE PROVIDER'S BANK INFORMATION

Name of Bank	
Branch	
Bank Account Name	
Account No.	
TIN No.	

PLEASE CHECK IF TIN NUMBER is VAT or NON-VAT

VAT ☐

NON-VAT ☐

Signature: _____

Name of Authorized Representative: _____

Position: _____