



Republic of the Philippines  
**CIVIL SERVICE COMMISSION**  
**Regional Office No. VIII**  
Government Center, Palo, Leyte

# **BIDDING DOCUMENTS**

**FOR THE**

# **Provision of SECURITY SERVICES**

**for**

**Civil Service Commission**  
**Regional Office No. VIII**

**CSCROVIII-PB-2020-0004**

**Sixth Edition**  
**July 2020**

# Preface

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





Republic of the Philippines  
**CIVIL SERVICE COMMISSION**  
**Regional Office No. VIII**  
 Government Center, Palo, Leyte

## INVITATION TO BID FOR PROVISION OF SECURITY SERVICES

(CSCROVIII-PB-2020-0004)

1. The *Civil Service Commission Regional Office No. VIII, Palo, Leyte*, through its **2021 General Appropriation (General Fund)** intends to apply the sum of **Six Hundred Thirty Thousand Pesos (P630,000.00) for the first year** being the ABC to payments under the contract for the Project for Three (3) years for **ONE (1) LOT Provision of Security Services for the period January 1 - December 31, 2021 consisting of, among others, three (3) security guards, under CSCROVIII-PB-2020-0004**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item No.	Description	Quantity
1	Supply of Security Guards for seven (7) days work at the CSCRO VIII, rendering at least eight (8) hours duty daily, including Saturdays, Sundays, and holidays.	3 – Regular Guards
<b>Total</b>		<b>3</b>

2. The *Civil Service Commission Regional Office No. VIII, Palo, Leyte*, now invites bids for the above Procurement Project in accordance with the provisions of the Revised IRR of RA 9184 on the use of the Approved Guidelines on the use of a Multi-year Framework Agreement under GPPB Resolution No. 27-2019. Delivery of the Goods is required by **January 1, 2021 - December 31, 2021 for the first year**. Bidders should have completed, **a single contract within the last three 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. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	<b>October 14, 2020</b>
Issuance and Availability of Bid Documents	<b>October 14, 2020</b>
Pre-Bid Conference	<b>October 22, 2020 (2:00 P.M. via virtual communication application)</b>
Last day of Submission of Written Clarification	<b>October 23, 2020</b>
Last day of Issuance of Bid Bulletin	<b>October 26, 2020</b>
Deadline for Submission	<b>November 3, 2020 (9:00 A.M.)</b>
Opening of Bids	<b>November 3, 2020 (1:00 P.M.)</b>

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) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
5. Prospective Bidders may obtain further information from ***Civil Service Commission Regional Office No. VIII*** and inspect the Bidding Documents at the address given below during ***office hours at 8:00 A.M. to 5:00 P.M. from the BAC Secretariat, c/o Ms. Eleonor B. Garcia, BAC Secretariat, Civil Service Commission Regional Office No. VIII, Palo, Leyte with telephone numbers 323-2962.***
6. A complete set of Bidding Documents may be acquired by interested Bidders on ***October 14, 2020 to October 30, 2020 from 8:00AM to 5:00PM (Mondays to Fridays only)*** from the given address and website(s) below ***and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of One Thousand Pesos (P1,000.00).*** The Procuring Entity shall allow the bidder to deposit at CSC ROVIII LBP Account No. 0182-1074-92 and present the same ***through Fax No. 323-2962 or through electronic means at ro08.msd@csc.gov.ph.***

The Bidding Documents 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.

7. The ***CIVIL SERVICE COMMISSION REGIONAL OFFICE NO. VIII, PALO, LEYTE will hold a Pre-Bid Conference<sup>1</sup> at the CSC ROVIII HRC Building on October 22, 2020 at 2:00PM via virtual communication application.*** Virtual link will be provided upon request by the prospective bidder or authorized representative.
8. Bids must be duly received by the BAC Secretariat through manual submission by depositing in the bid box located the CSCRO8 guardhouse at the office address indicated below on or before ***November 3, 2020 at 9:00 A.M. in the morning.*** 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, as follows:
  - a. The amount of not less than ***P12,600.00 (2%) of ABC***, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or
  - b. The amount of not less than ***P31,500.00 (5%) of ABC*** if bid security is in Surety Bond.

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

10. Bid opening shall be on **November 3, 2020, 1:30PM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity via virtual communication application.
11. The **Civil Service Commission Regional Office No. VIII, Palo, Leyte** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

**CHRS ELEONOR B. GARCIA**  
BAC Secretariat Head  
Civil Service Commission  
Regional Office No. VIII  
Government Center, Palo, Leyte 6501  
Telefax: (053) 323-2962  
Website: [www.cscro8.weebly.com](http://www.cscro8.weebly.com)

13. You may visit the following websites:

For downloading of Bidding Documents: [www.cscro8.weebly.com](http://www.cscro8.weebly.com)  
[www.philgeps.gov.ph](http://www.philgeps.gov.ph)

**October 12, 2020**



**ROWIN P. RIÑOS**  
Director III/BAC Chairperson

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

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, *Civil Service Commission Regional Office No. VIII, Palo, Leyte* wishes to receive Bids for the *Provision of Security Services for CSC ROVIII under a Multi-year Framework Agreement*, with identification number *CSCROVIII-PB-2020-0004*.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY 2020* in the amount of *Six Hundred Thirty Thousand Pesos (P630,000.00)*.

2.2. The source of funding is:

a. 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. *[Select one, delete other/s]*

- a. 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.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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

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

## 6. **Origin of Goods**

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

## 7. **Subcontracts**

- 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.

## 8. Pre-Bid Conference

The *Civil Service Commission Regional Office No. VIII* will hold a Pre-Bid Conference<sup>2</sup> at the *CSC ROVIII HRC Building* on *October 22, 2020* at *2:00 P.M.* via virtual communication application.

## 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 *[state 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 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.

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<sup>2</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

- 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 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)**.
- 12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:
  - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
  - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price



quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>3</sup> 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 in no case exceed one hundred twenty (120) calendar days from the date of the opening of bids, unless duly extended by the bidder upon the request of the Head of the Procuring Entity of the Civil Service Commission Regional Office No. VIII*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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

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

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<sup>3</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

## **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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## **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.

*[Include the following options if Framework Agreement will be used:]*

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

- 19.4. The Project shall be awarded as follows:

*[Select one, delete the other/s]*

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

*[Delete Options 2 and 3 if Framework Agreement will be used.]*

- 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. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by

the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* 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**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

## **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**.

*[Include the following clauses if Framework Agreement will be used:]*

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;

- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. <i>A single contract similar to Provision of Security Services and must be at least fifty percent (50%) of the ABC.</i></li> <li>b. Completed within the <i>last three (3) years</i> prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	Subcontracting is not allowed.
12	No further instructions.
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> <ol style="list-style-type: none"> <li>a. The amount of not less than <i>P12,600.00 [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 <i>P31,500.00 [equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ol>
19.3	<p><i>1 Lot Provision of Security Services under CSCROVIII-PB-2020-0004 for the period January 1, 2021 - December 31, 2021 in the amount of Six Hundred Thirty Thousand Pesos (P630,000.00).</i></p> <p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>
20.2	<ol style="list-style-type: none"> <li>1. <i>Audited financial statements, showing, among others, the prospective 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.</i></li> <li>2. <i>Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located;</i></li> <li>3. <i>DTI/SEC/CDA Certificate of Registration</i></li> <li>4. <i>BIR Certificate of Registration, which contains the Taxpayer's Identification Number</i></li> <li>5. <i>Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR</i></li> <li>6. <i>DOLE Certificate of Registration</i></li> <li>7. <i>Certificate of Compliance on General Labor Standards</i></li> <li>8. <i>Certificate of Compliance Occupational Safety and Health Standards</i></li> </ol>

	<p>9. <b><i>NLRC Certificate stating that there is/there is no adverse decided case in areas where the security agency has on-going or completed contracts.</i></b></p> <p>10. <b><i>SSS, PHILHEALTH, and Pag-IBIG certification of no delinquency of monthly premium payments for both the employer and employees of the security agency concerned. The certification must be secured where the principal place of business of the prospective bidder is located.</i></b></p> <p>For post qualification, Bidders must submit the following:</p> <ol style="list-style-type: none"> <li>1. Tax Clearance (current, 2020);</li> <li>2. BIR Registration Certification with T.I.N.</li> <li>3. Income Tax Return (Form 1701 or 1702) of the preceding year (2019)</li> <li>4. Quarterly VAT Returns of the past 4 quarters for VAT Registered (2550Q) (for the quarters ending December 2019, March 2020, June 2020, September 2020)</li> <li>5. For corporation, Updated General Information Sheet stamp received by SEC</li> <li>6. Enrollment to BIR EFPS (BIR Form 1903 or 1901)</li> <li>7. Certificate of PhilGEPS Registration;</li> </ol> <p><i>Bidders have the option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS).</i></p> <p><i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i></p>
21.2	<p><b><i>In addition to the valid Mayor's Permit by the city or municipality where the principal place of business of the prospective bidder is located are: (1) photograph/s of office space; and (2) contract of lease/affidavit of occupancy or any other document showing that the prospective bidder has adequate complement in Leyte to promptly address the procuring entity's concerns.</i></b></p>

**Note:** Please take notice that the Civil Service Commission Regional Office No. VIII, Candahug, Palo, Leyte, reserves the right to rectify any typographical statement or condition(s) that do not express the true intention or defeats the real purpose of the procurement that leads to the disadvantage of the Procuring Office of the Government and any conditions, rules and regulations inconsistent with the 2016 Revised Implementing Rules and Regulations of R.A. 9184 are hereby superseded.



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

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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**.

*[Include the following clauses if Framework Agreement will be used:]*

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 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. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

#### **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 *{[Include if Framework Agreement will be used:]* or Framework Agreement} 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**

- 6.1. 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.
- 6.2. 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*

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p><b><i>Additional requirements for the execution of this Contract:</i></b></p> <p>➤ <b>Delivery and Documents</b></p> <p>The Delivery terms of this Contract shall be as follows:</p> <p>The delivery of services under the terms applicable to this Contract are to be made at the project site: Civil Service Commission, Regional Office No. VIII, Palo, Leyte, not to exceed (1) day from the exact time specified in the Notice to Proceed to the winning bidder. Risk and title will pass from the Supplier to the Procuring Entity only upon receipt and final acceptance of the services.</p> <p>Delivery of the security services shall be made by the Supplier in accordance with the terms specified in Section VI Schedule of Requirements (Framework Agreement).</p> <p><b>Incidental Services –</b></p> <p>➤ <b><i>ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT OF SECURITY SERVICES:</i></b></p> <ol style="list-style-type: none"> <li>1. In view of the manpower requirements, the AGENCY shall provide the Civil Service Commission, Regional Office No. VIII, Palo, Leyte with a copy of the individual personnel profiles of the security guards to be assigned in the Civil Service Commission, Regional Office No. VIII, Palo, Leyte together with their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte before assumption of work by the said security guard.</li> <li>2. The number of guards may be increased or decreased as the need arises upon mutual agreement by the Civil Service Commission, Regional Office No. VIII, Palo, Leyte and AGENCY;</li> <li>3. Should the Civil Service Commission, Regional Office No. VIII, Palo, Leyte be in need of the services of additional security guards, the AGENCY shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte;</li> <li>4. The AGENCY hereby warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours duty in a day;</li> </ol>

5. The AGENCY shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and upon notice or advice by the Civil Service Commission, Regional Office No. VIII, Palo, Leyte;
6. The AGENCY shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte;
7. There shall be no employer-employee relationship between the Civil Service Commission, Regional Office No. VIII, Palo, Leyte and the Security Guards;
8. The Civil Service Commission, Regional Office No. VIII, Palo, Leyte shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the AGENCY including death resulting therefrom;
9. The AGENCY shall be solely liable and answerable for claims, if any, that may be made by guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws;
10. All and whatever benefits the said guards or their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the AGENCY;
11. The AGENCY shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;
12. The AGENCY shall protect the Civil Service Commission, Regional Office No. VIII, Palo, Leyte from any liability arising from non-observance of laws, Rules and Regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement for other laws, or as a result of this contract;
13. The AGENCY shall be liable to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte for any loss or damage that may be incurred upon the latter's equipment, buildings and properties within the guarded compound;
14. The liability for any loss or damage stated under paragraph 13 is subject to the following exceptions:
  - a) Where the loss or damage occurs inside a closed office, building or compartment into which the AGENCY or its agents have no access, in which case, the AGENCY is not liable, unless the door or window of any of the office building or compartment is forcibly opened, and such was

	<p>not prevented by reason of the act or omission, fault or negligence of the guards.</p> <p>b) For loss of, and/or damage to property delivered, or entrusted by the Civil Service Commission, Regional Office No. VIII, Palo, Leyte to its employees, which equipment or property is outside the administrative control of the AGENCY at the time of said loss or damage, the AGENCY is not liable. In this connection, properties or equipment are considered outside the administrative control of the AGENCY only when the same are brought outside the Civil Service Commission, Regional Office No. VIII, Palo, Leyte premises or compound by the authorized employees themselves.</p> <p>c) For loss of, and/or damage to property resulting from fortuitous events or force majeure;</p> <p>15. For any loss or damage stated under paragraphs 13 and 14 The AGENCY shall indemnify the Civil Service Commission, Regional Office No. VIII, Palo, Leyte for any loss or damage to the property or properties of the latter provided that it has been fully established that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty. To ensure compliance with this undertaking, the AGENCY shall furnish the Civil Service Commission, Regional Office No. VIII, Palo, Leyte a Performance Security to guarantee the payment of such claim or damages and those claims arising from the operation of the CONTRACT. It is understood, however, that the liability of the AGENCY shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by the Civil Service Commission, Regional Office No. VIII, Palo, Leyte;</p> <p>16. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the AGENCY to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte within forty-eight (48) hours from its occurrence;</p> <p>17. The loss or damage to property shall be brought to the attention of the AGENCY by the Civil Service Commission, Regional Office No. VIII, Palo, Leyte within forty-eight (48) hours from its occurrence or discovery and shall immediately be acted upon by the AGENCY;</p> <p>18. The AGENCY shall provide the security guards assigned to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte, at its own expense, with the necessary serviceable, dependable, firearms and ammunitions, metal detectors, adequate communications equipment. The AGENCY hereby warrants that these are duly licensed and that the guards have the required permits to carry and possess the same. The AGENCY shall also provide the Civil Service Commission, Regional Office No. VIII, Palo, Leyte copies of the result of the drug test and neuro-psycho exams, including police and NBI clearances of each security guards assigned to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte;</p>
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19. Training, discipline and administration of the security guards shall conform to R.A. 5487 and its Implementing Rules and Regulations, and the rules and regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP SOSIA). No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte, whether he/she is on-duty or off-duty; Likewise, smoking by any of the security guard is strictly prohibited within the premises of the guarded compound of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte, whether he/she is on-duty or off-duty;
20. In case of emergency, such as outbreak of fire, occurrence of earthquakes and riots, the AGENCY shall provide the Civil Service Commission, Regional Office No. VIII, Palo, Leyte with a contingent of three (3) or more security guards on reserve duty to augment and reinforce the security force thereat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;
21. It shall monitor/supervise regularly their security guards by assigning a supervisor/personnel (who is not one of the security guards) to check or evaluate the performance of the said security guards at least twice a month and to make a corresponding report to be submitted to the Chief, Human Resource Specialist, Management Services Division of this Office on the first week of the month following the said evaluation;
22. It shall provide this Office proof of remittances of all monthly mandatory contributions to the proper government agencies of all the Security Guards to be submitted together with the agency's monthly billing statement for this Office. Failure to provide proof of the same may cause the delay of the processing of the payment;
23. It is agreed that in order to have an assurance that salaries of security guards assigned by the SECURITY SERVICE AGENCY were paid on time, the Civil Service Commission, Regional Office No. VIII, Palo, Leyte requires the SECURITY SERVICE AGENCY to present a certified photocopy of the signed payroll of the security guards assigned to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte covering the preceding half-month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions.
24. The SECURITY SERVICE AGENCY shall be entitled to an adjustment of the stipulated Contract price in the event that the minimum wage is increased or such similar situation subject to renegotiation to be made with the Civil Service Commission, Regional Office No. VIII, Palo, Leyte and it shall be understood that the Civil Service Commission, Regional Office No. VIII,



	<p>Palo, Leyte will not be held liable for unpaid wages if the SECURITY SERVICE AGENCY fail to pay the security guards;</p> <p>25. It shall not during the existence of its services or anytime thereafter disclose to any person or entity any information concerning the affairs of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte which the agency may have acquired by reason of its services.</p>
2.2	<p>The contractor shall pay the wages, salaries or compensation of the janitors in accordance with the provisions of the Minimum Wage Law as follows:</p> <ol style="list-style-type: none"> <li>1. Salaries shall be paid to the Security Personnel NOT later than the 20<sup>th</sup> day of the month for the salary period covering day 1 to day 15 of the month and 5<sup>th</sup> day of the following month for period covering day 16 to last day of the previous month;</li> <li>2. Copy of payslips duly signed by the respective security personnel, as well as the summary of payment and deduction on each SPs should be attached on the payment claim of the Contractor per payroll period;</li> <li>3. Photocopy of the monthly remittances and certifications of actual payments made relative to the mandatory contributions (SSS, Philhealth and HDMF) deducted from the preceding month's salary of the Janitorial Personnel assigned at the CSCRO8 must also be attached on the payment claim every billing period;</li> <li>4. The payment of salaries shall be made on the date specified under Item J (1) of this TOR, even if, for some reason or the other, the Contractor fails to collect on time from CSC. Reported non-compliance upon presentation of evidence within the entire duration of the contract will be a ground for termination of the contract.</li> <li>5. In case the Agency will pay in advance the salaries of its Security Personnel, the actual salaries due to the Security Personnel as computed during the submission of the billing for particular period must be properly accounted by the Contractor and be given to the SP concerned, otherwise, reported deviation or non-compliance, upon presentation of evidence, within the entire duration of the contract shall be a ground for termination of the contract.</li> </ol>
4	<p>The inspections and tests that will be conducted are:</p> <p>The minimum security equipment required as stated in the Section VI. Schedule of Requirements of this bidding document shall be inspected upon assumption of tour of duty by the winning bidder and at any time during the contract period.</p>

## *Section VI. Schedule of Requirements*

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	One (1) year supply of security guards for seven (7) days work at the CSCRO VIII, rendering at least eight (8) hours duty daily, including Saturdays, Sundays, and holidays.	3 – Regular Guards	3	Shall not exceed one (1) day from the exact time specified in the Notice to Proceed.

### **A. MINIMUM REQUIREMENTS**

#### ➤ **General Requirements**

- 1) Must be licensed Security Guard
- 2) Physically and mentally fit;
- 3) No derogatory record;
- 4) The Security Agency must have at least one (1) key personnel with a title of Certified Security Professional;
- 5) Must submit a Security Survey of Civil Service Commission, Regional Office No. VIII, Palo, Leyte and compound and submit a survey report;
- 6) No double posting of guards.
- 7) Security Guard per shift preferably must possess driver's license and capable of driving in case there are incidents of fire, earthquake or flooding inside the Office premises that needs the evacuation of Office vehicles to a safe place specially during night time and weekends where there is unavailability of Official designated Drivers.

#### ➤ **Additional Minimum Requirements: Security Equipment**

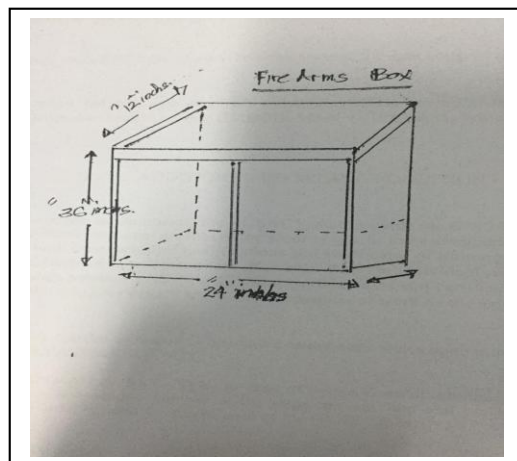
- 1) One (1) Standard firearm to be issued to guards must be High Capacity 9mm pistols;
- 2) Provide Three (3) pcs. umbrella and raincoats to Guards;
- 3) Provide Three (3) big flashlights with batteries to all guards-on-duty;
- 4) Provide Two (2) radio transceivers with batteries for monitoring purposes;
- 5) Provide three (3) metal detectors with batteries;
- 6) Provide three (3) inspection sticks;
- 7) Provide first aid kits\* to all guards-on-duty
- 8) Provide one (1) under chassis mirror;
- 9) Provide one (1) steel firearm box\*\* with lock;

- 10) Provide one (1) Fire box;
- 11) Provide one (1) Megaphone;
- 12) Provide their own logbooks throughout the implementation of the Contract and must turn-over these logbooks to Civil Service Commission, Regional Office No. VIII, Palo, Leyte upon expiration or termination of the Contract;
- 13) Provide guards free access to firing range;
- 14) Provide one (1) unit protective vest;
- 15) Provide Three (3) reflectorize vest for traffic purposes;
- 16) Provide three (3) flood boots;
- 17) Provide One (1) mobile base radio with Diamond X510 Antenna

***\*Minimum technical requirements for first aid kits - Must contain at least:***

- 1) 1 pc. Surgical Tape;
- 2) 4 pcs. Plaster strips (wash proof);
- 3) 1 pc. Elastic Bandage;
- 4) 2 pcs. Guaze Pad, 2x2
- 5) 1 pc. Provide Iodine;
- 6) 4 pcs. Alcohol Pad;
- 7) 1 pack Cotton Buds;
- 8) 1 pc. Antiseptic Cleansing Wipes;
- 9) 1 pc. Ammonia, 15 ml.
- 10) 1 pc. Vaporub, 10g.
- 11) Pair of scissors

***\*\*Minimum technical specifications for the steel firearms box with lock:***



#### **A. SCOPE OF WORK**

➤ **PROVISION OF SECURITY SERVICES FOR ONE (1) YEAR AT TI Service**

➤ Commission, Regional Office No. VIII, Palo, Leyte:

1. The AGENCY agrees to provide the security guards for the protection and security of the rights and interest, office buildings, furniture, equipment and other facilities of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte against theft,

pilferage, robbery, arson and other unlawful acts that may be committed against the latter. Likewise, the AGENCY agrees to provide security and assistance to the officials and employees of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte while in the discharge of their official duties and responsibilities. The security guards so posted shall maintain duly verified daily time records using the electric time recorder of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte, which shall support the claim for payment of services rendered.

2. Record all incoming and outgoing official equipment, supplies, materials, and properties, and keep on file copies of duly approved gate passes. A written report shall be submitted to the Chief, Human Resource Specialist, Management Services Division within twenty-four (24) hours if any property belonging to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte shall be brought without duly approved gate pass;
3. Security guards shall record all incoming and outgoing vehicles in their logbook
4. Security guards shall allow visitors in the office premises only upon proper identification and shall require them to properly fill out the visitor's logbook and wear the Civil Service Commission, Regional Office No. VIII, Palo, Leyte visitor's ID;
5. Security guards shall record all trips of service vehicles and file one copy of each duly approved trip ticket;
6. Security guards shall enforce and obey all orders/instructions/memoranda issued by the Chief, Human Resource Specialist, Management Services Division in behalf of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte, which are relevant to their functions;

[Use this form for Framework Agreement:]

## ***Framework Agreement List***

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<b><i>FRAMEWORK AGREEMENT LIST (AGENCY)</i></b>			
<b><i>Item / Service Type and nature of each item/service</i></b>	<b><i>Cost per item or service</i></b>	<b><i>Maximum Quantity</i></b>	<b><i>Total Cost per Item</i></b>
Provision of security guards for seven (7) days work at the CSCRO VIII, rendering at least eight (8) hours duty daily, including Saturdays, Sundays, and holidays.	<b>P630,000.00</b>	<b>3 Regular Guards</b>	<b>P630,000.00</b>
<b><i>TOTAL (Approved Budget for the Contract)</i></b>		<b>3</b>	<b>P630,000.00</b>
<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within a minimum period of one (1) year to a maximum period of three (3) years. upon issuance of Call-off. (GPPB Resolution No. 27-2019)</i>		
<i>Remarks</i>	<i>Compliance on the Technical Specifications and other provisions of the Contract.</i>		
<b>ELEONOR B. GARCIA</b>	<b>Chief Human Resource Specialist, Management Services Division</b>		
<b>SIGNATURE OVER PRINTED NAME</b>	<b>POSITION</b>	<b>DEPARTMENT/ DIVISION</b>	

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

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

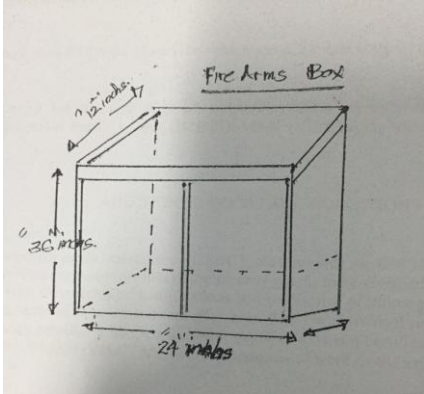
Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

# Technical Specifications

Item	Specification	Statement of Compliance
	<p>One (1) year supply of the following security guards at the Civil Service Commission, Regional Office No. VIII, Palo, Leyte, rendering at least eight (8) hours duty daily, including Saturdays, Sundays, and holidays:</p> <p style="text-align: center;">3 – Regular Guards</p> <p>A. Total No. of guards required - Three (3)</p>	
	<p>➤ <b>MINIMUM REQUIREMENTS</b></p> <p><b>A. General Requirements</b></p> <ol style="list-style-type: none"> <li>1) Must be licensed Security Guard</li> <li>2) Physically and mentally fit;</li> <li>3) No derogatory record;</li> <li>4) The Security Agency must have at least one (1) key personnel with a title of Certified Security Professional;</li> <li>5) Must submit a Security Survey of Civil Service Commission, Regional Office No. VIII, Palo, Leyte and compound and submit a survey report during post-qualification;</li> <li>6) No double posting of guards;</li> <li>7) Security Guard per shift preferably must possess driver's license and capable of driving in case there are incidents of fire, earthquake or flooding inside the Office premises that needs the evacuation of Office vehicles to a safe place specially during night time and weekends where there is unavailability of Official designated Drivers.</li> </ol> <p><b>B. Additional Minimum Requirements: Security Equipment</b></p> <ol style="list-style-type: none"> <li>1) One (1) Standard firearm to be issued to guards must be High Capacity 9mm pistols;</li> <li>2) Provide three (3) pcs. umbrella and raincoats to Guards;</li> <li>3) Provide three (3) big flashlights with batteries to all guards-on-duty;</li> <li>4) Provide two (2) radio transceivers with batteries for monitoring purposes;</li> <li>5) Provide three (3) metal detectors with batteries;</li> <li>6) Provide three (3) inspection sticks;</li> <li>7) Provide first aid kits* to all guards-on-duty</li> <li>8) Provide one (1) under chassis mirror;</li> <li>9) Provide one (1) steel firearm box** with lock;</li> </ol>	



	<p>10) Provide one (1) Fire box;  11) Provide one (1) Megaphone;  12) Provide their own logbooks throughout the implementation of the Contract and must turn-over these logbooks to Civil Service Commission, Regional Office No. VIII, Palo, Leyte upon expiration or termination of the Contract.  13) Provide guards free access to firing range;  14) Provide one (1) unit protective vest;  15) Provide Three (3) reflectorize vest for traffic purposes;  16) Provide three (3) flood boots;  17) Provide One (1) mobile base VHF/UHF radio with Diamond X510 Antenna</p>	
	<p><b>*Minimum technical requirements for first aid kits - Must contain at least:</b></p> <ol style="list-style-type: none"> <li>1) 1 pc. Surgical Tape;</li> <li>2) 4 pcs. Plaster strips (wash proof);</li> <li>3) 1 pc. Elastic Bandage;</li> <li>4) 2 pcs. Guaze Pad, 2x2</li> <li>5) 1 pc. Providine Iodine;</li> <li>6) 4 pcs. Alcohol Pad;</li> <li>7) 1 pack Cotton Buds;</li> <li>8) 1 pc. Antiseptic Cleansing Wipes;</li> <li>9) 1 pc. Ammonia, 15 ml.</li> <li>10) 1 pc. Vaporub, 10g.</li> <li>11) Pair of scissors</li> </ol> <p><b>** Minimum technical specifications for the steel firearms box with lock:</b></p> 	
	<p><b>C. SCOPE OF WORK</b></p> <p><b>PROVISION OF SECURITY SERVICES FOR ONE (1) YEAR AT THE</b> Civil Service Commission, Regional Office No. VIII, Palo, Leyte:</p> <ol style="list-style-type: none"> <li>1. The AGENCY agrees to provide the security guards for the protection and security of the rights and interest, office buildings, furniture, equipment and other facilities of the</li> </ol>	

	<p>Civil Service Commission, Regional Office No. VIII, Palo, Leyte against theft, pilferage, robbery, arson and other unlawful acts that may be committed against the latter. Likewise, the AGENCY agrees to provide security and assistance to the officials and employees of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte while in the discharge of their official duties and responsibilities. The security guards so posted shall maintain duly verified daily time records using the electric time recorder of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte, which shall support the claim for payment of services rendered.</p> <ol style="list-style-type: none"> <li>2. Record all incoming and outgoing official equipment, supplies, materials, and properties, and keep on file copies of duly approved gate passes. A written report shall be submitted to the Chief, Human Resource Specialist, Management Service Division within twenty-four (24) hours if any property belonging to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte shall be brought without duly approved gate pass;</li> <li>3. Security guards shall record all incoming and outgoing vehicles in their logbook</li> <li>4. Security guards shall allow visitors in the office premises only upon proper identification and shall require them to properly fill out the visitor's logbook and wear the Civil Service Commission, Regional Office No. VIII, Palo, Leyte visitor's ID;</li> <li>5. Security guards shall record all trips of service vehicles and file one copy of each duly approved trip ticket;</li> <li>6. Security guards shall enforce and obey all orders/instructions/memoranda issued by the Chief, Human Resource Specialist, Management Services Division in behalf of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte, which are relevant to their functions;</li> </ol>	
	<p><b>D. ADDITIONAL TERMS AND CONDITIONS:</b></p> <ol style="list-style-type: none"> <li>1. In view of the manpower requirements, the AGENCY shall provide the Civil Service Commission, Regional Office No. VIII, Palo, Leyte with a copy of the individual personnel profiles of the security guards to be assigned in the Civil Service Commission, Regional Office No. VIII, Palo, Leyte together with their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical</li> </ol>	

	<p>qualifications and certificates of training shall be submitted to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte before assumption of work by the said security guard;</p> <ol style="list-style-type: none"> <li>2. The number of guards may be increased or decreased as the need arises upon mutual agreement by the Civil Service Commission, Regional Office No. VIII, Palo, Leyte and AGENCY;</li> <li>3. Should the Civil Service Commission, Regional Office No. VIII, Palo, Leyte be in need of the services of additional security guards. The AGENCY shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte;</li> <li>4. The AGENCY hereby warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours duty in a day;</li> <li>5. The AGENCY shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and the upon notice or advice by the Civil Service Commission, Regional Office No. VIII, Palo, Leyte;</li> <li>6. The AGENCY shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte;</li> <li>7. There shall be no employer-employee relationship between the Civil Service Commission, Regional Office No. VIII, Palo, Leyte and the Security Guards;</li> <li>8. The Civil Service Commission, Regional Office No. VIII, Palo, Leyte shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the AGENCY including death resulting therefrom;</li> <li>9. The AGENCY shall be solely liable and answerable for claims, if any, that may be made by guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws;</li> </ol>	
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	<p>10. All and whatever benefits the said guards or their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the AGENCY;</p> <p>11. The AGENCY shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;</p> <p>12. The AGENCY shall protect the Civil Service Commission, Regional Office No. VIII, Palo, Leyte from any liability arising from non-observance of laws, Rules and Regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement for other laws, or as a result of this contract;</p> <p>13. The AGENCY shall be liable to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte for any loss or damage that may be incurred upon the latter's equipment, buildings and properties within the guarded compound;</p> <p>14. The liability for any loss or damage stated under paragraph 13 is subject to the following exceptions:</p> <ul style="list-style-type: none"> <li>a) Where the loss or damage occurs inside a closed office, building or compartment into which the AGENCY or its agents have no access, in which case, the AGENCY is not liable, unless the door or window of any of the office building or compartment is forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards.</li> <li>b) For loss of, and/or damage to property delivered, or entrusted by the Civil Service Commission, Regional Office No. VIII, Palo, Leyte to its employees, which equipment or property is outside the administrative control of the AGENCY at the time of said loss or damage, the AGENCY is not liable. In this connection, properties or equipment are considered outside the administrative control of the AGENCY only when the same are brought outside the Civil Service Commission, Regional Office No. VIII, Palo, Leyte premises or compound by the authorized employees themselves.</li> <li>c) For loss of, and/or damage to property resulting from fortuitous events or force majeure;</li> </ul>	
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	<p>15. For any loss or damage stated under paragraph 13 The AGENCY shall indemnify the Civil Service Commission, Regional Office No. VIII, Palo, Leyte for any loss or damage to the property or properties of the latter provided that it has been fully established that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty. To ensure compliance with this undertaking, the AGENCY shall furnish the Civil Service Commission, Regional Office No. VIII, Palo, Leyte a Performance Security to guarantee the payment of such claim for damages and those claims arising from the operation of the CONTRACT. It is understood, however, that the liability of the AGENCY shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by the Civil Service Commission, Regional Office No. VIII, Palo, Leyte ;</p> <p>16. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the AGENCY to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte within twenty-four (24) hours from its occurrence;</p> <p>17. The loss or damage to property shall be brought to the attention of the AGENCY by the Civil Service Commission, Regional Office No. VIII, Palo, Leyte within twenty-four (24) hours from its occurrence or discovery and shall immediately be acted upon by the AGENCY;</p> <p>18. The AGENCY shall provide the security guards assigned to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte, at its own expense, with the necessary serviceable, dependable, firearms and ammunitions, metal detectors, adequate communications equipment. The AGENCY hereby warrants that these are duly licensed and that the guards have the required permits to carry and possess the same. The AGENCY shall also provide the Civil Service Commission, Regional Office No. VIII, Palo, Leyte copies of the result of the drug test and neuro-psycho exams, including police and NBI clearances of each security guards assigned to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte;</p> <p>19. Training, discipline and administration of the security guards shall conform to R.A. 5487 and its Implementing Rules and Regulations, and the rules and regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP SOSIA). No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of the Civil Service Commission, Regional Office No. VIII, Palo,</p>	
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	<p>Leyte, whether he/she is on-duty or off-duty; Likewise, smoking by any of the security guard is strictly prohibited within the premises of the guarded compound of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte, whether he/she is on-duty or off-duty;</p> <p>20. In case of emergency, such as outbreak of fire, occurrence of earthquakes and riots, the AGENCY shall provide the Civil Service Commission, Regional Office No. VIII, Palo, Leyte with a contingent of three (3) or more security guards on reserve duty to augment and reinforce the security force thereat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;</p> <p>21. It shall monitor/supervise regularly their security guards by assigning a supervisor/personnel (who is not one of the security guards) to check or evaluate the performance of the said security guards at least twice a month and to make a corresponding report to be submitted to the Administrative Chief of this Office on the first week of the month following the said evaluation;</p> <p>22. It shall provide this Office proof of remittances of all monthly mandatory contributions to the proper government agencies of all the Security Guards to be submitted together with the agency's monthly billing statement for this Office. Failure to provide proof of the same may cause the delay of the processing of the payment;</p> <p>23. It is agreed that in order to have an assurance that salaries of security guards assigned by the SECURITY SERVICE AGENCY were paid on time, the Civil Service Commission, Regional Office No. VIII, Palo, Leyte requires the SECURITY SERVICE AGENCY to present a certified photocopy of the signed payroll of the security guards assigned to the Civil Service Commission, Regional Office No. VIII, Palo, Leyte covering the preceding half-month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions.</p> <p>24. The SECURITY SERVICE AGENCY shall be entitled to an adjustment of the stipulated Contract price in the event that the minimum wage is increased or such similar situation subject to renegotiation to be made with the PRINCIPAL and its shall be understood that the PRINCIPAL will not be held</p>	
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	<p>liable for unpaid wages if the SECURITY SERVICE AGENCY fail to pay the security guards;</p> <p>25. It shall not during the existence of its services or anytime thereafter disclose to any person or entity any information concerning the affairs of the Civil Service Commission, Regional Office No. VIII, Palo, Leyte which the agency may have acquired by reason of its services.</p>	
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I hereby certify to comply with all the above Technical Specifications:

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed of  
Name of Representative

\_\_\_\_\_  
Date

[Use this form for Framework Agreement:]

## ***Technical Specifications***

<b><i>TECHNICAL SPECIFICATIONS</i></b>			
<b><i>Item / Service</i></b>	<b><i>Maximum Quantity</i></b>	<b><i>Technical Specifications / Scope of Work</i></b>	<b><i>Statement of Compliance</i></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.]</i></p>			
<b><i>Item / Service</i></b>	<b><i>Maximum Quantity</i></b>	<b><i>Technical Specifications / Scope of Work</i></b>	<b><i>Statement of Compliance</i></b>
Security Services for the period January 1, 2021 to December 31, 2021	<b>6</b>	As described in Section VII Technical Specifications of this Bid.	
Security Services for the period January 1, 2022 to December 31, 2022	<b>6</b>	As described in Section VII Technical Specifications of this Bid.	
Security Services for the period January 1, 2023 to December 31, 2023	<b>6</b>	As described in Section VII Technical Specifications of this Bid.	



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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

- (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class “B” Documents***

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**or**

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

***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.

**25 FINANCIAL COMPONENT ENVELOPE**

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

**Bid Form**

Date: \_\_\_\_\_  
 P.B. No.: CSCROVIII-PB-2020-0004

To: **DIR. ROWIN P. RIÑOS**  
**BAC Chairperson**  
**Civil Service Commission Regional Office No. VIII**  
**Government Center, Palo, Leyte**

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Security Services (*Framework Agreement*) in conformity with the said Bidding Documents.

Qty/ Unit	Items/Description	Unit Price	Total Price
6	Security Services		

**TOTAL PRICE IN WORDS:**

**1 Lot:** \_\_\_\_\_

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Bid Data Sheet provision for Instructions To Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us. We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per Instructions To Bidders of the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## Schedule of Prices for Goods Offered From Within the Philippines

Name of Bidder: \_\_\_\_\_ PB No. CSCROVIII-PB-2020-0002 Page \_\_\_ of \_\_\_

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## Omnibus Sworn Statement

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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 the **JANITORIAL SERVICES FROM JANUARY TO DECEMBER 2021** of the **Civil Service Commission, Regional Office No. VIII, Candahug, Palo, Leyte**, 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;
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 following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the **PUBLIC BIDDING OF JANITORIAL SERVICES FROM JANUARY TO DECEMBER 2021** of the **Civil Service Commission, Regional Office No. VIII, Candahug, Palo, Leyte.**

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.

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**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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Series of \_\_\_\_\_



**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID**

This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following completed contracts for the last ten (10) years.

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user’s Acceptance	Date of Official Receipt	Bidder is A) Manufacturer B) Supplier C) Distributor

\_\_\_\_\_  
Name and Signature of  
Authorized Representative

\_\_\_\_\_  
Date

\*Instructions:

- a) Cut-off date as of:
  - (i) **Up to the day before the deadline of** submission of bids.
- b) **In the column under “Dates”, indicate the dates of Delivery/ End-user’s Acceptance and Official Receipt.**
- c) **“Name of Contract”. Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: “Supply and Delivery of Generator Set”**

**Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts**

This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

\_\_\_\_\_  
Name and Signature of  
Authorized Representative

\_\_\_\_\_  
Date

\*Instructions:

- a) 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 called for bidding) as of:
  - i. **The day before the deadline of** submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) 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) in case an NFCC is submitted as an eligibility document.
- d) **“Name of Contract”**. Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. *Example: “Supply and Delivery of Generator Set”*

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**FRAMEWORK AGREEMENT CONTRACT**  
**[Name of Project]**

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KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between [name of PROCURING ENTITY] of the Philippines with office address at \_\_\_\_\_, represented herein by its \_\_\_\_\_, and hereinafter referred to as the "THE PROCURING ENTITY".

and

[name of SUPPLIER], a duly registered entity existing under the laws of the Philippines, with postal address at \_\_\_\_\_, represented by its \_\_\_\_\_, referred to as the "THE SUPPLIER",

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project \_\_\_\_\_;

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the needs of THE PROCURING ENTITY but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

**Article I**  
**GENERAL**  
**CONSIDERATIONS**

1. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof<sup>1</sup>. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof<sup>1</sup>. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof<sup>1</sup>. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Framework Agreement List and the Technical Specifications;
  - (c) the General Conditions of Contract;
  - (d) the Special Conditions of Contract;
  - (e) the Performance Security or Performance Securing Declaration;
  - (f) the Procuring Entity's Notice to Execute Framework Agreement;
  - (g) Mini Competition, when necessary; and
  - (h) Call-Offs.

## **Article II DURATION**

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless sooner revoked by both parties.

**Article III  
CONSIDERATION**

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER commits to deliver the goods and perform the services subject to the conditions of the Call-off.

**Article IV  
PERFECTION OF PROCUREMENT  
CONTRACT**

The Framework Agreement being an option contract, a procurement contract is perfected only when THE PROCURING ENTITY exercises the option to procure any item from the Framework Agreement List through the issuance of a Call-off

**Article V  
OBLIGATION TO ANSWER A CALL-  
OFF**

Once THE PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

Failure on the part of THE SUPPLIER to deliver goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.

**Article VI  
TERMS AND  
CONDITIONS**

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

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.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

## SUPPLIER'S LETTERHEAD

\_\_\_\_\_  
Date

Chairperson  
Civil Service Commission  
Regional Office No. VIII  
Government Center, Palo, Leyte

Dear Sir:

This has reference to Public Bidding No. \_\_\_\_\_ for \_\_\_\_\_ (Name of Project) \_\_\_\_\_.  
\_\_\_\_\_ (Name of Company) \_\_\_\_\_ respectfully requests for the following:

- Withdraw of Bid Submissions
  - Refund of Bid Security
- (Attached is a photocopy of the CSCROVIII Official Receipt)

It is understood that \_\_\_\_\_ waives its right to file any motion for reconsideration and/or protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

\_\_\_\_\_  
**Authorized Signatory for the Company**

## Form of Performance Security (Bank Guarantee)

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To : Civil Service Commission  
Regional Office No. VIII  
Government Center, Palo, Leyte

WHEREAS, \_\_\_\_\_ (*Name and Address of Supplier*) (hereinafter called "the Supplier") has undertaken, in pursuance of Notice of Award No. \_\_\_\_\_ dated \_\_\_\_\_ to execute (*Name of Contract and Brief Description*) (hereinafter called "the Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [*Amount of Guarantee*] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Final Acceptance [Inspection, & Certification of Acceptance Report(I.C.A.R)].

SIGNATURE AND SEAL OF THE  
GUARANTOR

NAME OF BANK

ADDRESS

DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID SECURING DECLARATION FORM**

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

X.....-X

**BID SECURING DECLARATION**

**Invitation to Bid: Public Bidding No. \_\_\_\_\_**

To: Civil Service Commission  
Regional Office No. VIII  
Government Center, Palo, Leyte

I/We<sup>1</sup>, 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 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 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;
  - (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.

<sup>1</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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'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 known to me, and known to be the same person/s in the exhibited [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

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

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

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Series of \_.

**PERFORMANCE SECURING DECLARATION FORM**

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

X.....-X

**PERFORMANCE SECURING DECLARATION**

*[Insert name of Framework Agreement]*

**To:** *Civil Service Commission  
Regional Office No. VIII  
Government Center, Palo, Leyte*

I/We<sup>2</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/service provider of its obligations under the Framework Agreement, I/we shall submit a Performance Securing Declaration prior to the signing of the Framework Agreement.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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 of five percent (5%) of the Call-Off Price, If I/we have committed any of the following actions:
  - (i) Violation of my/our obligations under the Framework Agreement; or
  - (ii) Violation of my/our obligations under a Call-Off Terms and Conditions
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon the termination of the Framework Agreement pursuant to Section 10 of the Guidelines on the Use of Framework Agreement.

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'S AUTHORIZED REPRESENTATIVE]*

*[Insert Signatory's Legal Capacity]*

Affiant

*Select one and delete the other. Adopt the same instruction for similar terms throughout the document.*

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with 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 Attorney's No. \_\_\_\_\_

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

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

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

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of\_.

*\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

*“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.*

Republic of the Philippines



Government Procurement Policy Board