

**DEPARTMENT OF SOCIAL WELFARE AND
DEVELOPMENT
NATIONAL CAPITAL REGION**

BIDS & AWARDS COMMITTEE (BAC)

BIDDING DOCUMENTS FOR THE:

**EARLY PROCUREMENT OF SECURITY
SERVICES OF THE DEPARTMENT OF
SOCIAL WELFARE AND DEVELOPMENT –
NATIONAL CAPITAL REGION (DSWD-
NCR) FOR THE YEAR 2022**

(Invitation to Bid No. 21-10-26)

**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.



Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid	7
Section II. Instructions to Bidders	10
1. Scope of Bid	11
2. Funding Information	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	14
13. Bid and Payment Currencies	14
14. Bid Security	15
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	16
21. Signing of the Contract	17
Section III. Bid Data Sheet	18
Section IV. General Conditions of Contract	23
1. Scope of Contract	24
2. Advance Payment and Terms of Payment	24
3. Performance Security	24
4. Inspection and Tests	24
5. Warranty	25
6. Liability of the Supplier	25
Section V. Special Conditions of Contract	26
Section VI. Schedule of Requirements	31
Section VIII. Checklist of Technical and Financial Documents	47



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



INVITATION TO BID

No. 21-10-26

**EARLY PROCUREMENT OF SECURITY SERVICES OF THE DEPARTMENT OF
SOCIAL WELFARE AND DEVELOPMENT – NATIONAL CAPITAL REGION (DSWD-
NCR) FOR THE YEAR 2022**

1. The Department of Social Welfare and Development – National Capital Region through the authorized FY2022 National Expenditure Program (NEP) intends to apply the sum of **FIFTY FIVE MILLION FOUR HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED TEN PESOS AND 56/100 (Php55,444,410.56)** being the Approved Budget for the Contract (ABC) to payments under the contract for project **Early Procurement of Security Services of the DSWD-NCR for the year 2022.**

Bids received in excess of the **ABC** shall be automatically rejected at bid opening. Late bids shall not be accepted.

2. The DSWD-NCR now invites bids for the **Early Procurement of Security Services of the DSWD-NCR for the year 2022.** Delivery of Goods and Services shall be in accordance with **Section VI. Schedule of Requirements.** Bidders should have completed **within the last three (3) years from the date of submission and receipt of bids,** a contract similar to the project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criteria as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184), otherwise known as the “Government Procurement Reform Act”.

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

4. Prospective bidders may obtain further information from DSWD-NCR Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below from Monday to Friday at 8:00AM to 5:00PM.
5. A complete set of Bidding Documents may be purchased by interested Bidders from **15 October 2021 to 5 November 2021; (October 15 to November 4, 2021; 8:00AM to 4:00PM)(November 5, 2021: until 9:30A.M. only)** from the address given below and upon payment of a refundable fee of **Fifty Thousand Pesos (Php50,000.00)** in accordance to Section 17.5 of the IRR:

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

6. The DSWD-NCR BAC will hold a **Pre-Bidding Conference on 22 October 2021; 10:00 A.M. at DSWD-NCR-Rehabilitation Sheltered Workshop (RSW), J.P Burgos Street, Project 4, Quezon City** and through video conferencing via google meet meet.google.com/ehs-nwbv-cvt which shall be opened to all interested bidders.



7. Bids must be received by the BAC Secretariat at the address below on or before **5 November 2021, 9:45 A.M. at DSWD-NCR-Rehabilitation Sheltered Workshop (RSW), J.P Burgos Street, Project 4, Quezon City**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.
9. Bid opening shall immediately follow after the deadline of the submission and receipt of bids shall be on **5 November 2021, 10:00 A.M. at DSWD-NCR-Rehabilitation Sheltered Workshop (RSW), J.P Burgos Street, Project 4, Quezon City**. Bids will be opened in the presence of the Bidder's representatives who choose to attend.
10. The DSWD-NCR reserves the right to accept or reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of RA 9184 and its 2016 Revised Implementing Rules and Regulation (IRR), without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

THE CHAIRPERSON

Bids and Awards Committee
DSWD-NCR
c/o BAC Secretariat
Room 301, DSWD-NCR Field Office
389 San Rafael St. cor. Legarda St.
Sampaloc, Manila
Email Address: dswdnrcr.bac@gmail.com
Telephone No.: 5310-1434

12. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph and www.ncr.dswd.gov.ph

Issued this 13th day of October 2021.

MARIDOL R. LICERIO
Chairperson
Bids and Awards Committee

By:

(*org. sgd.*)
MIRIAM C. NAVARRO
Vice chairperson
Bids and Awards Committee



Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, Department of Social Welfare and Development – National Capital Region (DSWD-NCR) wishes to receive Bids for the ***Early Procurement of Security Services of the DSWD-NCR for the year 2022*** with identification number **ITB No. 21-10-26**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **Authorized FY 2022 National Expenditure Program (NEP)** in the amount of **FIFTY FIVE MILLION FOUR HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED TEN PESOS AND 56/100 (Php55,444,410.56)**.

2.2. The source of funding is **FY2022 National Expenditure Program (NEP)**.

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:
- For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC of the LOT which a bidder opts to bid.**
- 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. **Subcontracting is not allowed.**



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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.



-
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
 - 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
 - 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

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



13.2. Payment of the contract price shall be made in in **Philippine Peso**.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until ***One Hundred Twenty (120) Calendar Days from the date of Opening of Bids***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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



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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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



21. Signing of the Contract

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



Section III. Bid Data Sheet



Bid Data Sheet

ITB Clause	
5.1	Bidders should have been in the business with dealings similar to this project for a period of at least Five Years (5) years prior to the deadline of submission of bids.
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Procurement of Security Services b. completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP and VAT inclusive
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABC of this project</i>, 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 <i>five percent (5%) of ABC of this project</i> if bid security is in Surety Bond.
19.3	The total ABC is FIFTY FIVE MILLION FOUR HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED TEN PESOS AND 56/100 (Php55,444,410.56).
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice of Post Qualification from the BAC that the supplier has the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB), the Supplier shall submit and/or present the following requirements for Post Qualification in accordance to Section 34 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA9184:</p> <p>1. Present original copy and submit a certified true copy of the following:</p> <ul style="list-style-type: none"> a. Latest Income Tax Return and Business Tax Return b. Latest Value Added Tax (VAT) Return <p><i>Only tax returns filed and taxes paid through the BIR Electronic Filing & Payment System (EFPS) shall be accepted.</i></p> <ul style="list-style-type: none"> c. Valid PhilGEPS Registration Certificate (Platinum Membership) (all



	<p>pages)</p> <ul style="list-style-type: none"> d. Valid Registration Certificate from Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives; e. Valid Business/Mayor's permit issued by the city or municipality where the principal place of business of the bidder is located; f. Valid Tax Clearance per EO 398, Series of 2005, as finally reviewed and approved by the BIR; g. Bureau of Internal Revenue (BIR) Registration Certificate. h. Copy of Contracts or PO's, Notice of Award (NOA) and Notice to Proceed (NTP) for all On-going contracts per submitted Annex II i. End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt/s (duplicate or triplicate copy) relative to Single Largest Completed Contract per submitted Annex I. j. Company profile and Organizational Chart. Company printed brochure may be included. k. Vicinity Map/Location of the business. l. Other appropriate licenses and permits required by law and stated in the Bidding Documents. m. Registration Certificate and/or Certificate of Good Standing from Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO); n. Valid License to Operate Security Agency issued by PNP-SOSIA; o. Clearance/Certificate of compliance with the statutory obligations from the regional offices of the National Labor Relations Commission (NLRC) and the Department of Labor and Employment (DOLE) where the main office of the Security Agency is based covering the period of at least one (1) year preceding the deadline for submission of bids. <p>If in the event there are pending or adverse decisions relative to the preceding paragraph, a list of the cases and copies of the adverse decisions</p>
--	---



	<p>will be submitted.</p> <ul style="list-style-type: none"> p. Clearance/Certificate of remittance and compliance with statutory obligation from the SSS Regional Office where the main office of the Security Agency is based; q. Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PAG-IBIG; r. Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PHILHEALTH; s. Organization and Manning Record of the Security Agency; t. Organizational Chart of the Security Agency; u. List of Key Officials of the Security Agency with at least one official with a title of Certified Security Professional <p><u>For joint venture:</u></p> <ul style="list-style-type: none"> a. All Class A Documents (Legal Documents) of the Joint Venture Partner shall remain as post qualification requirements to be submitted in accordance with Section 34 of the 2016 Revised IRR of RA 9184 and ITB Clause 20.2 (a) of Bid Data Sheet of the Bidding Documents. <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</p> <p><i>NOTE: FOR POST QUALIFICATION PURPOSES ONLY</i></p>
20.3	<p>Each Bidder shall submit the following in one (1) “mother” envelope duly sealed and labeled, containing two (2) sets of envelopes:</p> <p>First envelope containing three (3) sets of Eligibility and Technical documents duly sealed and marked as Original Copy, Copy One and Copy Two.</p> <p>Second envelope containing three (3) sets of Financial Bid documents duly sealed and marked as Original Copy, Copy One and Copy Two.</p> <p>***See Annex IV-A, IV-B & IV-C</p>



20.4	<p>All envelopes shall be labeled/marked as follows:</p> <p>TO : MS. MARIDOL R. LICERIO CHAIRPERSON BIDS AND AWARDS COMMITTEE DSWD-NCR</p> <p>FROM : _____ (Name of Bidder in Capital Letters)</p> <p>ADDRESS: _____ (Address of Bidder in Capital Letters)</p> <p>PROJECT: EARLY PROCUREMENT OF SECURITY SERVICES OF THE DSWD-NCR FOR FY 2022</p> <hr/> <p>BID REF NO.: ITB NO. 21-10-26</p> <p>ABC : Php55,444,410.56</p> <p>DO NOT OPEN BEFORE: 5 NOVEMBER 2021; 10:00 A.M</p>
------	--



Section IV. General Conditions of Contract



1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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



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

5. Warranty

- 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



Special Conditions of Contract

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



	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p>



	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>



	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>



Section VI. Schedule of Requirements



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 Description	Early Procurement of Security Services of the Department of Social Welfare and Development – National Capital Region (DSWD-NCR) for FY 2022
Total Number of Security Guards to be deployed	One Hundred One (101) Security Guards
Duration of Contract	Eleven (11) Months (Feb. 1, 2022 to Dec. 31, 2022)
Area of Deployment	<ul style="list-style-type: none">▪ DSWD-NCR Field Office▪ EPHPHETA Project 4, Quezon City▪ NATIONAL COUNCIL FOR WOMEN OF THE PHILIPPINES▪ CENTERS/RESIDENTIAL CARE FACILITIES (C/RCFs)
Contact Persons	<ul style="list-style-type: none">▪ Mr. Kharl T. Aman Chief Administrative Officer Administrative Division DSWD-NCR 733-0010 loc. 211 5310-0468

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

*** This document must be attached to the Technical Component Envelope ***

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM



Technical Specifications

TO THE BIDDER: Indicate **“COMPLY”** If Bidder’s Statement of Compliance meets the technical specifications and project requirement.

IMPORTANT NOTE: Do not leave any blank. A **“YES or NO”** entry will not be accepted. Failure to conform will result to in a rating of **“FAILED”**.

ITEM NO.	DESCRIPTION	Bidder’s Statement of Compliance
	<p><u>QUALIFICATIONS OF THE SERVICE PROVIDER</u></p> <p>1. The SERVICE PROVIDER must possess a good track record in security services business for at least Five (5) years. Thus, a certification that the SERVICE PROVIDER has at least Five (5) years experience in security services with satisfactory performance forms is required.</p> <p><u>COMPETENCE QUALIFICATIONS</u></p> <p>The guards that shall be assigned by the Service Provider to the Department shall possess the following qualifications:</p> <ul style="list-style-type: none"> ▪ With valid security guard license; ▪ With valid license to carry firearms; ▪ With valid license/training to use handheld radios; ▪ Bonded with at least Php1,000.00 per guard; ▪ At least College level but with required training on security services; Security Agency and Guards Supervision Division (SAGSD) of the Philippine National Police (PNP) containing subjects on security service implementation, public version, values formation, courtesy and discipline among others; ▪ For Security Officer, he must have training on supervisory course being conducted by authorized/accredited SAGSD of PNP and must have passed the General Knowledge Exam to secure Security License Card for Security Officer pursuant to Republic Act No. 5487; ▪ Physically and mentally fit, passed the Neuropsychological Test, Drug Test and Medical Certificate cleared from COVID 19 and other infectious diseases; ▪ With good moral character and without criminal record, possess clearances from Philippine National Police (PNP) and National Bureau of Investigation (NBI). ▪ Must have undergone the pre-licensing course conducted by the licensed training school accredited by the Security Agency and Guards Supervision Division (SAGSD) of the Philippine National Police (PNP) containing subjects on public relation, values formation, courtesy and discipline; ▪ For Security Officer, he must have training on supervisory course being conducted by authorized/accredited SAGSD of PNP and must have passed the General Knowledge Exam to secure Security License Card for Security Officer 	



	pusuant to Republic Act No. 5487.	
	<p><u>SCOPE OF WORK</u></p> <p><u>THE SCOPE OF WORK SHALL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:</u></p> <ol style="list-style-type: none"> 1. Strict implementation of Social & Physical Distancing for all staff and clients entering the DSWD-NCR facilities. 2. Ensure reliability of Thermal Scanning and Security Health measure for all staff & clients on wearing face mask, face shield and hand sanitation thru alcohol and hand soap washing. 3. Monitor and log all leaving and arriving (entering and exiting) DSWD and private vehicles. 4. Always provide Colored Identification Cards (IDs) for visitors with color coding and clients of DSWD-NCR office; 5. Properly refer to the offices/sections/units all vistors, or call the attention of the concern staff and also request for the approval of the contact person being visited before approving the visitor entry. 6. Strictly implement the “NO ID, NO ENTRY” rule; if in case the staff forgot their IDs at home they should be reminded that wearing ID is a must; 7. Enforcement of inspection of the bags and other items being brought in and out in the premises; proper inspection of gate passes vis-a-vis items being brought out is also required of the security personnel; 8. Provision of request for CCTV footage to units/sections and offices must also have back up data compressed in an external hard drives for purpose back tracking of old records with approval of the Administrative Division and shall be endorsed to Admin Division upon end of contract. 9. Security personnel may escort clients/staffs from Field Office & C/RCFs or join DSWD-NCR activities and places upon approval of the DSWD-NCR and the SERVICE PROVIDER. 10. The SERVICE PROVIDER must ensure that each security personnel do not exceed nor render a 24-hour duty that may result possible health issues during their status, and also further affect the quality of their performance. 11. The SERVICE PROVIDER shall abide by all internal policies, rules and regulations of the DSWD-NCR. 12. Protect the Department’s buildings, facilities, properties and personnel belongings in the area of jurisdiction from disturbance, burglary, robbery, vandalism, pilferage, theft, sabotage and other unlawful acts. In case of incident arising from negligence of the security personnel and/or lapses in security measure, the agency shall be held accountable. 	



13. Secure and defend from harm the Department's Officials and employees, including its visitors and clients while they are within the area of jurisdiction;
14. Implement the Department's security measures and other security related policies which may be promulgated from time to time;
15. The **SERVICE PROVIDER** shall at all times be solely liable and responsible for the enforcement of and compliance with all existing laws, rules and regulations on labor, personnel wages/salaries/benefits/ rights and privileges, particularly the Labor Code, Social Security System, Employees Compensation Commission, Philippine Health Insurance, among others. The Service Provider shall hold the Department free from any liabilities in respect thereto and /or which may arise there from.
16. There shall be no employer-employee relationship between the **DSWD-NCR** and all assigned guards of the agency. Security personnel whom the **SERVICE PROVIDER** may assign to perform the service called for shall remain the employees of the **SERVICE PROVIDER** only. All personnel and employees of the **SERVICE PROVIDER** are not employees of the **DSWD-NCR** nor could any way connected with the **DSWD-NCR** therefore not avail of services or benefits like attending seminars and for a conducted by **DSWD-NCR**.
17. A security personnel to be posted must not be related to any **DSWD-NCR** from the first up to the third degree of consanguinity of affinity whose current assignment is within the area targeted for posting. Thus, a security personnel who is related to a **DSWD-NCR** staff in the field office regardless of employment status shall not be considered for posting in the field office. Likewise, a security personnel to be posted in the Center/Residential Care Facility must not be related to any staff in Center/Residential Care Facility to be posted.
18. The **SERVICE PROVIDER** shall submit report/s regularly especially on incidents that can happen and the status of security measures for all vehicles, clients, visitors, officials and staff coming in and out of the office compound for **DSWD-NCR** Field Office and the C/RCFs.
19. Security personnel are mandated to provide vehicle checklist as basis during the pre & post trip inspections. This will ensure that drivers prepare damage/incident report as truthfully as they can, knowing that guards are well aware of the present status of the vehicles prior to each trip.
20. A Monthly summary report of the **DSWD-NCR** premises must be submitted to the **GENERAL SERVICES SECTION** indicating damages inflicted to offices and vehicles, if any.
21. **SERVICE PROVIDER** shall provide the required security equipment & paraphernalia upon signing the Contract Agreement, replacement of each item to new items will base on the report damage/incident will be shouldered by the **SERVICE PROVIDER**. Paraphernalia's such as but not limited to the following:



SECURITY AGENCY SHALL BE PROVIDED THE FOLLOWING:

- At least provided and must have a Medical Certificate of resulting free of COVID-19 or other infectious diseases.
- At least 4 units of Thermal Scanners limited to office/CRCFs with 8-14 guards or 2 units for 1-7 guards inclusive of extra batteries good for a year contract.
- At least 1 roving bicycle for Field Office & CRCFs with security guards.
- Provision of standby vehicle patrol security and other emergency purposes.
- Provision of each guard a Personal Protective Equipment inclusive of Face Shield, Face Mask & Vitamin C with zinc & B complex good for a year contract.
- LED Tactical Flashlight S1000 – High Lumen, 5 Modes, Zoomable, Water Resistant, Handheld Light – Best Camping/Outdoor/Hiking/Flashlights/Gift-giving/Emergency.
- 1 set of Desktop Computer to use for CCTV monitoring office and documentary report of Security personnel.
- Raincoats
- First aid kit
- Night Stick/Baton
- Hand Gloves (during inspection of hand carried items and body searches)
- Tactical Boots
- Digital Mobile Radio for each designated guard and for Admin Staff of FO/CRCFs
- Handheld Security Metal Detector and Audio Vibration with Alarm
- Riot Shield (May only use on emergency event)
- Mirror for car under Chassis Inspection
- Whistle
- Megaphone with batteries
- Umbrellas

The **SERVICE PROVIDER** shall provide the required security equipment and all its peripherals as indicated below to its security personnel assigned in the DSWD-NCR in accordance to R.A 10591 also known as the **“Comprehensive Firearms and Ammunition Regulation Act”**.

- a. Duly licensed firearms specifications as follows: Standard 9mm, Caliber 45, inclusive of extra ammunitions for emergency needs.
- b. Certificate of Serviceability of 3 years in good condition for each on duty per shift plus at least one (1) shot gun for each detachment.

FOR CENTER/RESIDENTIAL CARE FACILITIES (C/RCFs):

The security personnel assigned at the C/RCFs shall:

- Implement security rules, regulations and policies of the Department and on **“NO CONSTRUCTION, NO EXPANSION”** within the area;
- Prevent the entry/encroachment of informal settlers that may add on the settled families;
- Conduct regular patrol within the vicinity to maintain peace and order.



- Immediate reporting to **ADMINISTRATIVE DIVISION** for legal action on any violation of informal settlers:
 - 1.1. Submit report to **ADMINISTRATIVE DIVISION** for proper coordination and/or charging before the appropriate court the informal settlers who will oppose voluntary demolition;
 - 1.2. Submit apprehension report to the Regional Director thru the **ADMINISTRATIVE DIVISION** on new and illegal construction together with copies of policies blotter; and
 - 1.3. Turn-over to **ADMINISTRATIVE DIVISION** the appropriate documentation of all confiscated materials to be used for illegal construction.
- Submit incident reports on all informal settlers whose attention were called due to illegal construction, incident reports per detachment and other reports that may be required by the **DSWD-NCR** within the prescribed time.
- In coordination with the DSWD-NCR, The **SERVICE PROVIDER** shall install security preventive measures such as putting signages like “**SQUATTING IS STRICTLY PROHIBITED**”, “**NO THROWING OF GARBAGE HERE**”, “**NO ENTRY**”, among others.
- Relationship and /or illicit affair with the **DSWD-NCR** client and staff are strictly prohibited and shall be ground for replacement and removal of said guard from the Field Office and Center to the extent grounds for civil, criminal and administrative cases.
- The **SERVICE PROVIDER** shall provide quality Close Circuit Television (CCTV) Camera and External Hard Drive Storage in all Conspicuous/Strategic places of the premises of the DSWD-NCR Field Office and its Eleven (11) Center Residential Care Facilities.
- All surveillance cameras and its peripherals with CCTV Computer-based monitoring device including wire connection/installation may be donated to the Department upon completion of contract through Deed of Donation. Installation includes the monthly maintenance and rewiring/adjustment of the existing/old CCTVs and its connection to the Network Attached Storage (NAS).
- The **SERVICE PROVIDER** shall provide surveillance camera and computer desktop computer for CCTV monitoring and supply all its peripherals and 1 terabyte external hard drive storage. The 1 Terabyte External Hard Drive of the CCTV shall become the property of the **DSWD-NCR** that shall have the right to store and erase the content of the said External Hard Drive. Below is the technical specification othe surveillance cameras:

CCTV SPECIFICATIONS:

- 4k resolution, 2mp Audio 360 degree, Fisheye Panoramic IP camera, with motion detection, with alarm record, wireless sound and video recorder.
- 1-NVR 32 channel, Standalone, with multiple network monitoring supports up to 32 TB HDD.
- 42” Monitoring Close-Circuit Television
- 3 pcs. External Hard Drives Storage



**THE FOLLOWING CCTV UNIT CAMERAS SHOULD BE INSTALLED IN
DSWD-NCR FIELD OFFICE**

Location	Quantity
GROUND FLOOR:	
1. Canteen	1
2. Liquidation Officer (Accounting Section)	1
3. Lobby Facing Main Entrance	1
4. Entrance	1
5. Records (Office)	1
6. Minors Travelling Abroad (Office)	1
7. Community Based Unit (Office)	1
8. Extension Office – Accounting Section (1 inside & 1 outside)	2
9. Extension Office – Socpen saka CIS (1 inside & 1 outside)	2
10. Social Pension (Main Office) (1 inside & 1 outside)	2
11. Perimeter fence along san Rafael street	2
12. Perimeter fence along driver's barracks	1
13. Perimeter fence along Facing Gate 1	1
14. Stairway Ground Floor – Old Building	1
15. Pantawid Stairway Ground Floor	1
16. Storage Room (2 inside & 2 outside)	4
17. PSD Hallway facing main ground	1
2 nd Floor	
18. Personnel (Office)	1
19. Pantawid Stairway 2 nd floor	1
20. Administrative Division (Office)	1



21. HRDS/CBS	1
22. Social Marketing Office	1
23. Conference Room	2
24. Planning (Office)	2
25. Standards Unit (Office)	1
26. Perimeter Fence 2 nd floor	2
3 rd Floor	
27. Social Livelihood Program Hallway	1
28. Social Livelihood Program Office	1
29. Room 302 MIS & NHTU	2
30. Room 303 encoding	1
31. Pantawid Stairway 3 rd floor	1
32. BAC Office	1
33. 3 rd Floor Hallway	2
4 th Floor	
34. 4 th Floor Pantawid Building (1 inside & 1 outside)	2
35. Rooftop Pantawid	1
36. Pantawid Stairway 4 th floor	1
TOTAL INSTALLED ON DSWD-NCR FO	49

**UNIT CAMERAS TO BE INSTALLED AT THE C/RCFs, EPHPETA & NCWP
WITH SPECIFICATIONS/REQUIREMENTS FOR EACH CENTER**

C/RCFs	No. of Cameras	Specifications/Requirements
1. Nayan ng Kabataan	20	
2. Elsie Gaches Village	10	
3. Marillac Hills	10	



4. Jose Fabella Center	6	4k Resolution, 2mp Audio 360 degree, fisheye panoramic IP camera, with motion detection, with alarm record, with wireless sound & video recorder, 1-NVR 32 channel, Standalone with multiple monitoring supports up to 32 TB HDD, 42 inches Monitoring Close-Circuit Television & 3 pieces of 1 Terabyte External Hard Drive Storage
5. NVRC	6	
6. RSW	6	
7. Haven for Women	6	
8. Haven for Children	6	
9. INA Healing Center	6	
10. GRACES	15	
11. RSCC	10	
12. EPHPHETA	4	
13. NCWP	4	
TOTAL CAMERA	113	

SCHEDULE OF ASSIGNMENT

Office/C/RCFs	Location	No. Male & Female	No. Of Gurads
1. DSWD-NCR, Field Office	389 San Rafael St. Cor. Legarda St. Sampaloc, Manila	3 Female & 14 Male	17
2. National Council of Women of the Philippines (NCWP)	Chapel Road Pasay City Metro Manila	2 Male	2
3. National Vocational Rehabilitation Center (NVRC)	J.P Burgos St. Project 4, Quezon City	1 Female & 4 Male	5
4. Rehabilitation Sheltered Workshop (RSW)	J.P Burgos St. Project 4, Quezon City	1 Female & 4 Male	5
5. EPHPHETA	J.P Burgos st. Project 4, Quezon City	2 Male	2
6. Golden Reception and Action Center for the Elderly and Other Special	4 Misamis Extension, Bago Bantay, Quezon City	9 Male	9



Cases (GRACES)			
7. Reception and Study Center for Children (RSCC)	Road 3, Bago Bantay, Quezon City	1 Female & 2 Male	3
8. INA Healing Center	DSWD Central Office Compound, Batasan Pambansa Compound, Constitution Hills, Quezon City	3 Male	3
9. Nayon ng Kabataan	Welfareville Compound, Barangay Addition Hills, Mandaluyong City	8 Male	8
10. Jose Fabella Center	Welfareville Compound, Barangay Addition Hills, Mandaluyong City	1 Female & 7 Male	8
11. Elsie Gaches Village	Zapote Road, Alabang, Muntinlupa City	10 Male	10
12. Haven for Children	Zapote Road, Alabang, Muntinlupa City	7 Male	7
13. Haven for Women	Northgate Avenue, Filinvest Corp. Alabang, Muntinlupa City	7 Female & 5 Male	12
14. Marillac Hills	Northgate Avenue, Filinvest Corp. Alabang, Muntinlupa City	5 Female & 5 Male	10
TOTAL			101

- In DSWD-NCR Field Office, there should be one (1) Security Officer who will provide technical and administrative works regarding security matters as well as act as confidential officer or as an Officer-In-Charge (OIC), while one of the security guard will act as full time CCTV Operator to manage the moving cameras to be installed inside and outside of the building and facilities of the Department.
- Similar requirements and provisions of the above in the C/RCFs facilities shall be complied if necessary especially in the monitoring of the CCTV footages all day long to ensure security inside the premises and will be used constantly for footage review requirements of offices.

OTHER PROVISIONS

- The **PROPERTY, ASSETS AND SUPPLY MANAGEMENT SECTION** shall provide an updated List of Inventory of Property to the **SERVICE PROVIDER**



at the start of the engagement. Including recognizing newly acquired properties of the **DSWD-NCR**.

- **SERVICE PROVIDER** shall provide quality and standard security equipment & paraphernalia upon signing the Contract Agreement. Thus, replacement of damage equipment's shall base on the Incident Report.
- **SERVICE PROVIDER** shall abide by the recommendations of the **DSWD-NCR** in terms of retention and replacement of the well performing security guard.
- Every Semester a Performance Evaluation Form (See Annex A. Security Services Evaluation Form) will be distributed in all offices and be consolidated by the **GENERAL SERVICES SECTION** and submit to the BAC Office for post qualification.
- The **GENERAL SERVICES SECTION** of Field Office, the Center Heads together with their assigned staff shall likewise monitor and evaluate the performance and received reports of the security personnel assigned to their center offices.
- **SERVICE PROVIDER** with bad performance evaluation and/or negative feedback from its current and previous contract of agreement with **DSWD-NCR** and other agencies shall not be considered for this project.
- The **SERVICE PROVIDER** shall have at least very satisfactory performance on its on-going security services projects and have no record of negative performance, insensitivity, unresponsiveness issues, concerns and recommendations from its existing and previous clients.
- The **SERVICE PROVIDER** must possess a good track record in security service business for at least five (5) years. Thus, a certification that the service provider has at least five (5) years' experience in security service industry.
- The **DSWD-NCR** may increase or decrease the number of assigned guards by fifteen percent (15%) whenever necessary during the contract period including provision of additional handled radio and equipment in case of rallies or public demonstration, disaster and/or emergency situations. This will hold true due to transfer and/or retirement of organic guards.
- The **DSWD-NCR** may re-assign or request replacement of the guards any time during the contract period with or without cause.
- The **DSWD-NCR** shall have the right to recommend and require the **SERVICE PROVIDER** to retain good performing personnel including security personnel from outgoing service provider. The procuring entity shall also have the right to demand not to retain security personnel whenever in its judgment the same were not performing **Very Satisfactory**.

ACCOUNTABILITIES AND RESPONSIBILITIES

SERVICE PROVIDER SHALL BE ACCOUNTABLE FOR THE



FOLLOWING

- Any loss with monetary value or damages to all property appearing in the Inventory Report and /or other reports/documents which serve as proof of the Department's ownership of the property including items turned-over to the guard on duty but was damaged due the guards negligence;
- In such event, the **DSWD-NCR** shall give the **SERVICE PROVIDER** a written notice seven (7) working days from the completion of the investigation. With seven (7) days from receipt of such notice, the **SERVICE PROVIDER** shall indemnify the **DSWD-NCR** or the third person for the loss or damage incurred.
- Nonetheless the **SERVICE PROVIDER** shall pay for the damages through deduction from its monthly billing. In case that the cost of damages cannot be covered by its collectibles from the **DSWD-NCR**, the **SERVICE PROVIDER** shall pay in cash or restore the property at its expense within one (1) month
- The **SERVICE PROVIDER** shall at all times be solely liable and responsible for the enforcement of and compliance with all existing laws, rules and regulations on labor, personnel wages/salaries/benefits, rights and privileges, particularly the Labor Code, Social Security System, Employee Compensation Commission, Philippine Health Insurance, among others. The **SERVICE PROVIDER** shall hold the **DSWD-NCR** free from any liabilities in respect there to and /or which may arise there from
- When lost or Damage to property occurs due to fault or negligence, the **SERVICE PROVIDER** will replace the lost property within 30 days, In case of replacement the unit/property must be of similar or higher specification than that of the unit/property sought to be replaced; and that the cost of the unit/property must be in good working condition also chargeable to the **SERVICE PROVIDER** and the Replacement of the lost unit/property is more advantageous to the Government.
- The **SERVICE PROVIDER** shall not terminate and/or replace any assigned security guard in any offices of the Department without the approval of the Regional Director and /or his authorized representative, the **DSWD-NCR** Field Office Administrative Unit and the Center Heads. Reports of infractions submitted shall be the basis of the immediate transfer and /or replacement of the assigned guard. The **SERVICE PROVIDER** shall be informed one day before the transfer/replacement to provide enough time to look for an antenate.
- In the exigency of needs the **SERVICE PROVIDER** shall be ready at all times to provide additional security service requirements of **DSWD-NCR** during emergency situations/disaster operations.
- Before the commencement of security personnel postings, they should be oriented especially on the listings of officials to easily instruct visitors and clients needing their assistance among others.
- If or during the effectivity of the Contract between the **SERVICE PROVIDER** and the **DSWD-NCR**, a wage order or pertinent laws shall be implemented increasing the minimum wage or providing additional benefits to employees in private sector, the rates herein shall be adjusted accordingly and paid in



accordance to accounting rules and regulations.

- There shall no employer-employee relationship between the **DSWD-NCR**, on one hand, the **SERVICE PROVIDER** and its personnel to perform the services, on the other, the **SERVICE PROVIDER** hereby acknowledges that no authority had been conferred upon it by the **DSWD-NCR**, to hire any person in behalf of the **DSWD-NCR** and that the persons whom the **SERVICE PROVIDER** may assign to perform the services called for shall remain the employees of the **SERVICE PROVIDER** only. In this relation, the **SERVICE PROVIDER** hereby warrants its full and faithful compliance and observance of all laws, decrees, rules and regulations relative to the government contracts, hours of works, wage rate, and other workmen's compensation and benefits, especially the provisions of the New Labor Code and other related laws, in connection with its own workers/laborers. It is understood that the **DSWD-NCR** shall be free from any claims which the **SERVICE PROVIDER's** worker/laborer may lodge. Violation of the **SERVICE PROVIDER** of any existing labor laws, rules and regulations shall be a ground termination of the Contract.
- The **SERVICE PROVIDER** shall provide the said guards with proper Uniform and I.D cards which they shall wear while performing their duties and responsibilities.
- The **SERVICE PROVIDER** shall maintain at all times the aforementioned number of personnel to ensure continuous and uninterrupted services either by providing regular relievers to guard who fail to report for duty.
- Absences incurred by the **SERVICE PROVIDER** security guard shall be deducted based on the actual number of absences.
- In case of termination or dismissal for cause of any of the security guard, any substitution or replacement shall be undertaken with prior written notice from the **SERVICE PROVIDER** and consent of **DSWD-NCR**.
- The **SERVICE PROVIDER** shall provide additional guards and must not be as On-the-job Training status employee upon request of the **DSWD-NCR** whenever or whatever the exigency of services s requires, in which case the necessary expenditures for employment of such additional guards shall be paid by the **DSWD-NCR** from any applicable funds following the stipulations in the contract.
- **SERVICE PROVIDER** shall hold itself liable for any claims arising from the death, illness or accident that may happen on its service personnel while engaged in the performance of their duties.
- **SERVICE PROVIDER** shall be responsible to the **DSWD-NCR** Regional Director. All reports shall be submitted and approved by the Chief of the **ADMINISTRATIVE DIVISION & GENERAL SERVICE SECTION** who is authorized to supervise the implementation of security services of the **SERVICE PROVIDER**.

CONTRACT DURATION AND SCHEDULE

- The contract shall be a period of Eleven (11) Months effective February 1, 2022



	to December 31, 2022 unless, otherwise, sooner terminated by the DSWD-NCR by an official written notice submitted to the SERVICE PROVIDER a month prior to the intended date of termination of the contract.	
	<p><u>TERMS OF PAYMENT</u></p> <ul style="list-style-type: none"> ▪ The DSWD-NCR shall pay the SERVICE PROVIDER within fifteen (15) or twenty (20) Calendar days upon receipt of the bill, daily time records of the security guards, certificates of service rendered and other required reports. ▪ Payment for the services rendered by the SERVICE PROVIDER shall be in accordance with the terms and conditions contained in the contract per security guard, per month per twelve (12) hours a day work, Monday to Sunday including the withholding taxes, contributions among others less any amount that shall correspond to short manpower services and/or short working period. It is understood that the wages of personnel allowances and /or other incentives due to the security guards shall be in accordance with existing salary laws (DOLE, National Wages and Productivity Commission-NWPC Wage Order). ▪ SERVICE PROVIDER shall pay at least minimum wage and all other mandatory benefits and privileges to its security guards assigned in DSWD-NCR on time, i.e., every 10th and 25th of the month. Automated Teller Machine (ATM) shall be provided to each security guards to have an efficient and timely provision of their monthly salaries. Also to be included shall be proof of remittances for SSS, PhilHealth, Pagibig, etc. the SERVICE PROVIDER shall submit such duly certified copy of payroll/payslip, proof of remittance including alpha list, shall be enough for DSWD-NCR not to process service providers billing and shall be ground for early termination of the contract. ▪ Any validated complaint of non-payment of security guard salaries, benefits and remittances shall also be a ground for termination of the contract. ▪ The DSWD-NCR shall abide with the changes/increases of DOLE Wage Order within the contract period and pay reflection adjustments thru available funds with accordance to accounting rules and regulations; ▪ SERVICE PROVIDER shall pay in advance the salary and other benefits of its security personnel. Any delay and non-payment of salaries and other benefits to any security personnel by the SERVICE PROVIDER are grounds for the immediate termination of the contract with a corresponding report from any security personnel attesting to the veracity of the report of non-payment. ▪ The SERVICE PROVIDER shall submit to DSWD-NCR, together with its monthly invoices duly certified copy other immediately preceding payroll and a sworn certification/undertaking duly executed by its General Manager/President stating that all workers and /or personnel assigned to DSWD-NCR pursuant to this Agreement have been paid the required minimum wage and other mandatory benefits that they are entitled to under the law at least for the previous quarter with a commitment to pay the following quarter. The proof of payment of membership and remittances including the Alpha List of covering at least the previous quarter must support the processing of payment. DSWD-NCR shall not process any billings that are not 	



	<p>accompanied by the aforementioned documents. If the billing is in order, DSWD-NCR agrees to pay the SERVICE PROVIDER as soon as possible from receipt of such billings and shall pay within a period of fifteen (15) calendar days.</p> <ul style="list-style-type: none"> ▪ Monthly billings of SERVICE PROVIDER must be submitted to DSWD-NCR ever 1st week of the succeeding months for timely processing of payment same with the Overtime payment to be included or shall reflect to the monthly billings. ▪ In case of delayed billing deliveries, the SERVICE PROVIDER shall transmit email generated payroll or payslip copies to the General Service email thru: (gsu.foncr@dswd.gov.ph) ▪ Creditable withholding tax shall be deducted from the monthly gross bill, equivalent to 12% Value Added Tax (VAT). 	
--	---	--

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

*** This document must be attached to the Technical Component Envelope ***

**PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID
FORM**



Section VIII. Checklist of Technical and Financial Documents



Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (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 **Section VII. Technical Specifications**, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
 - Conformity with the Terms of Reference (TOR)
- (j) Conformity with **Section VI. Schedule of Requirements; and**
- ☐ (k) 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

- ☐ (l) The Supplier’s Audited Financial Statements for year 2020 and 2019 (in



comparative form or separate form):

- Independent Auditor's Report
- Balance Sheet (Statement of Financial Position) and
- Income Statement (Statement of Comprehensive Income)

Each of the above statements must have stamped “**received**” by the Bureau of Internal Revenue (BIR) or its duly accredited institutions.

- ☐ (m) 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

- ☐ (n) 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.

25 FINANCIAL COMPONENT ENVELOPE

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



BIDDING FORMS



Bid Form

Date: _____
Invitation to Bid No: 21-10-26

To: **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**
National Capital Region
389 San Rafael cor Legarda Street, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Supplemental/Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to render service for the project **Early Procurement of Security Services of the Department of Social Welfare and Development – National Capital Region (DSWD-NCR) for the year 2022** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules* attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as but not limited to: [specify the applicable taxes, e.g. (i) Value Added Tax (VAT), (ii) Income Tax, (iii) Local Taxes, and (iv) Other fiscal levies and duties,] which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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

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.

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

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



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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____



Detailed Price Proposal Form/Price Schedule

Date: _____
Invitation to Bid No: 21-10-26

EARLY PROCUREMENT OF SECURITY SERVICES OF THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT – NATIONAL CAPITAL REGION (DSWD- NCR) FOR THE YEAR 2022

Detailed Costing of Procurement of Security Services for FY 2021 (Feb. 1, 2022 to Dec. 31, 2022)	
	TOTAL CONTRACT PRICE
DAILY WAGE	
I. BASIC PAY	
a. Basic pay (as of Nov. 22, 2018, Wage Order 22 – DOLE – NCR Implementing Rules/Daily Wage	
b. No. of Working days (February 1, 2022 to December 31, 2022) 360 – Working Days (Based on PADPAO NCR 22) 11 – National/Regular Holidays 2 – Special Holidays Total Equivalent No. of Days : 373 days	
Total Amount Payable Directly to Security Guard	
II. PAYABLE DIRECTLY TO SECURITY GUARDS	
c. Average pay per month (daily wage x 373 days/11 months)	
d. Night Differential Pay (Average Pay per Month x 10%)/2 (for 12 hours)	
e. 13th Month Pay (Daily Wage x 373/11/12)	
f. Service Incentive Leave Pay (Daily Wage x 5 days/11 months)	
g. Uniform Allowance (RA 5487)	
h. Overtime Pay for Four(4) hours: Overtime for 7 days Rate per hour (minimum wage/8) Regular Days (Rate per Hour x 125% x 360 days x 4) Regular Holidays (Rate per Hour x 260% x 11 x 4) Sunday/Restdays (Rate per Hour x 169% x 47 x 4) Special Days (Rate per Hour x 195% x 4 x 4)	
TOTAL OVERTIME PAY	
Total Amount Payable Directly to the Security Guard	
III. EMPLOYER'S SHARE PAID TO GOVERNMENT AND IN FAVOR OF SECURITY (SG) SHARE	
j. SSS Premium (As of January 2021 update)	
k. PhilHealth Premiums (PHC-2019-0009) 2020 Table	
l. State Insurance Fund	
m. Pag-ibig Fund Contribution (Effective January 2021)	
n. Retirement Benefits (RA 7461) Daily Wage x 22.5/11	
Total Amount Payable to the Government and SG's Share	
IV. TOTAL AMOUNTS IN II AND III	
V. AGENCY FEES AND EXPENSES INCLUDING TAXES	
a. Agency Fee (DOLE 150-16 Sec 4) Recommended 25% of IV as per PADPAO	
b. Value Added Tax (12% of Agency Fee)	
Sub-Total	
Total Estimated Cost per SG per Month per 12 hours duty	
Multiply by 101 SGs per Month	



Multiply by 11 Months	
TOTAL BID PRICE:	

TOTAL BID PRICE (Amount in Words):

Certified Correct:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--



Annex I

Statement of Single Largest Completed Contract of Similar Nature Within the Last Three (3) Years Prior to the Date of Submission and Receipt of Bids, equivalent to at least Fifty percent (50%) of the ABC of this project.

Name of Client and Complete Address Contact Person and Contact Number	Name of the Contract	Date of the Contract	Kinds of Goods	Amount of Contract	Duration of Contract

Any of the following documents must be attached:

- End-user's Acceptance/Certificate of Completion; **or**
- Copy of official receipt(s) **or**
- Copy of Sales Invoice and Collection Receipt issued for the contract, if completed, which shall be attached to the statements.

{Note: Failure to submit a supporting document shall be a ground for disqualification}

Certified Correct:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date





Annex II

**Statement of All Ongoing Government and Private Contracts (Including Contracts
Awarded but not yet Started)**

1. All on-going contracts (including contracts awarded but not yet started, *if ANY*)

Name of Client and Complete Address Contact Person and Contact Number	Name of the Contract	Date and Status of the Contract	Kinds of Goods	Amount of Goods	Value of Outstanding Contracts	Purchase Order No./ or Date of Contracts	Duration of Contract

[Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) Contract or Purchase Order, (b) Notice of Award and (c) Notice to Proceed]

Instructions:

1. Statement of all on going contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid).
2. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Certified Correct:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

****No attachments required****

PLEASE USE THE PRESCRIBED FORMAT IN THIS BID FORM



Annex III

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

BID-SECURING DECLARATION

Invitation to Bid: [Insert reference number]

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

I/We³, 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 as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid⁴, and I/we have furnished the performance security and signed the Contract.

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

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

[Jurat]

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

¹ Pursuant to GPPB Resolution No. 16-2020 dated 16 September 2020



Annex IV

(Bidder's Company Letterhead)

**Early Procurement of Security Services of the Department of Social Welfare and Development –
National Capital Region (DSWD-NCR) for the year 2022**

Invitation to Bid (ITB) No.21-10-26

Approved Budget for the Contract (ABC) – **Php55,444,410.56**

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is _____ **(Php_____)** which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

CA	=	Current Assets	P
Less:			-
CL	=	Current Liabilities	P
Sub-Total 1			P
			X 15
Sub-Total 2			P
Less:			-
C	=	Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	P
NFCC			P

Issued this _____ day of _____, 2021.

Note:

1. The phrase “value of the bidder’s current assets and current liabilities” shall be based on the data submitted to the BIR, which refers to the values of the current assets and current liabilities reflected in the Audited Financial Statements.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex II.
3. The detailed computation must be shown using the formula provided above.
4. The NFCC computation must be at least equal to the ABC of the project



Certified Correct:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--



Omnibus Sworn Statement

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

AFFIDAVIT

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

1. *Select one, delete the other:*

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

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

2. *Select one, delete the other:*

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

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

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

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

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

6. *Select one, delete the rest:*

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical



Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the 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 [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____



Annex VI-A

ORIGINAL TECHNICAL COMPONENT	
TO :	MS. MARIDOL R. LICERIO CHAIRPERSON BIDS AND AWARDS COMMITTEE DSWD-NCR
FROM :	(Name of Bidder in Capital Letters)
ADDRESS :	(Address of Bidder in Capital Letters)
PROJECT :	
BID REF NO. :	
ABC :	Php _____
DO NOT OPEN BEFORE: Date & Time of Bid Opening	

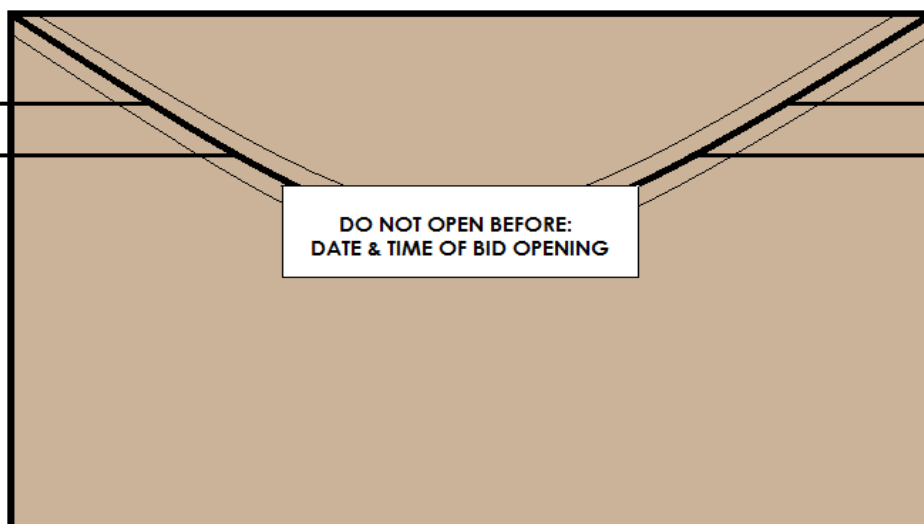
COPY 1 TECHNICAL COMPONENT	
TO :	MS. MARIDOL R. LICERIO CHAIRPERSON BIDS AND AWARDS COMMITTEE DSWD-NCR
FROM :	(Name of Bidder in Capital Letters)
ADDRESS :	(Address of Bidder in Capital Letters)
PROJECT :	
BID REF NO. :	
ABC :	Php _____
DO NOT OPEN BEFORE: Date & Time of Bid Opening	

COPY 2 TECHNICAL COMPONENT	
TO :	MS. MARIDOL R. LICERIO CHAIRPERSON BIDS AND AWARDS COMMITTEE DSWD-NCR
FROM :	(Name of Bidder in Capital Letters)
ADDRESS :	(Address of Bidder in Capital Letters)
PROJECT :	
BID REF NO. :	
ABC :	Php _____
DO NOT OPEN BEFORE: Date & Time of Bid Opening	

TECHNICAL COMPONENT ENVELOPE	
TO :	MS. MARIDOL R. LICERIO CHAIRPERSON BIDS AND AWARDS COMMITTEE DSWD-NCR
FROM :	_____ (Name of Bidder in Capital Letters)
ADDRESS :	_____ (Address of Bidder in Capital Letters)
PROJECT :	_____
BID REF NO.:	_____
ABC :	Php _____
DO NOT OPEN BEFORE: Date & Time of Bid Opening	

1. SEAL

2. SIGN



1. SEAL

2. SIGN



Annex VI-B

ORIGINAL FINANCIAL COMPONENT
TO : **MS. MARIDOL R. LICERIO**
CHAIRPERSON
BIDS AND AWARDS COMMITTEE
DSWD-NCR
FROM : _____
(Name of Bidder in Capital Letters)
ADDRESS : _____
(Address of Bidder in Capital Letters)
PROJECT : _____
BID REF NO. : _____
ABC : **Php** _____
DO NOT OPEN BEFORE: Date & Time of Bid Opening

COPY 1 FINANCIAL COMPONENT
TO : **MS. MARIDOL R. LICERIO**
CHAIRPERSON
BIDS AND AWARDS COMMITTEE
DSWD-NCR
FROM : _____
(Name of Bidder in Capital Letters)
ADDRESS : _____
(Address of Bidder in Capital Letters)
PROJECT : _____
BID REF NO. : _____
ABC : **Php** _____
DO NOT OPEN BEFORE: Date & Time of Bid Opening

COPY 2 FINANCIAL COMPONENT
TO : **MS. MARIDOL R. LICERIO**
CHAIRPERSON
BIDS AND AWARDS COMMITTEE
DSWD-NCR
FROM : _____
(Name of Bidder in Capital Letters)
ADDRESS : _____
(Address of Bidder in Capital Letters)
PROJECT : _____
BID REF NO. : _____
ABC : **Php** _____
DO NOT OPEN BEFORE: Date & Time of Bid Opening

FINANCIAL COMPONENT ENVELOPE
TO : **MS. MARIDOL R. LICERIO**
CHAIRPERSON
BIDS AND AWARDS COMMITTEE
DSWD-NCR
FROM : _____
(Name of Bidder in Capital Letters)
ADDRESS : _____
(Address of Bidder in Capital Letters)
PROJECT : _____
BID REF NO.: _____
ABC : **Php** _____
DO NOT OPEN BEFORE: Date & Time of Bid Opening

1. SEAL
2. SIGN

**DO NOT OPEN BEFORE:
DATE & TIME OF BID OPENING**

1. SEAL
2. SIGN



Annex VI - C

FINANCIAL COMPONENT ENVELOPE

TO : **MS. MARIDOL R. LICERIO**

FROM : _____

ADDRESS : _____

PROJECT : _____

BID REF NO.: _____

ABC : _____

DO NOT OPEN BEFORE: Date & Time of Bid Opening

TECHNICAL COMPONENT ENVELOPE

TO : **MS. MARIDOL R. LICERIO**
CHAIRPERSON
BIDS AND AWARDS COMMITTEE
DSWD-NCR

FROM : _____
(Name of Bidder in Capital Letters)

ADDRESS : _____
(Address of Bidder in Capital Letters)

PROJECT : _____

BID REF NO.: _____

ABC : **Php** _____

DO NOT OPEN BEFORE: Date & Time of Bid Opening

TO : **MS. MARIDOL R. LICERIO**
CHAIRPERSON
BIDS AND AWARDS COMMITTEE
DSWD-NCR

FROM : _____
(Name of Bidder in Capital Letters)

ADDRESS : _____
(Address of Bidder in Capital Letters)

PROJECT : _____

BID REF NO.: _____

ABC : **Php** _____

DO NOT OPEN BEFORE: Date & Time of Bid Opening

1. SEAL

2. SIGN

DO NOT OPEN BEFORE:
DATE & TIME OF BID OPENING

1. SEAL

2. SIGN

