



**AFP RETIREMENT AND SEPARATION BENEFITS SYSTEM**  
424 Capinpin Ave. Camp General Emilio Aguinaldo, Quezon City

# **PHILIPPINE BIDDING DOCUMENTS**

## **PROCUREMENT OF SECURITY SERVICE CONTRACT FOR CALAMBA/TANAUAN PROPERTIES**

March 2022

Government of the Republic of the Philippines

**Sixth Edition**  
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# 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 type face on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# ***Glossary of Acronyms, Terms, and Abbreviations***

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** –Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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





**INVITATION TO BID FOR THE  
PROCUREMENT OF SECURITY SERVICE CONTRACT FOR  
CALAMBA/TANAUAN PROPERTIES**

1. The **AFPRSBS**, through the **Corporate Budget for CY 2021** intends to apply the sum of **Three Million Six Hundred Fifty Thousand Pesos (Php 3,650,000.00)** being the ABC to payments under the contract for **Procurement of Security Service Contract for Calamba/Tanauan Properties**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **AFPRSBS** now invites bids for the above Procurement Project. Delivery of the Goods is required by **one (1) year**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **AFPRSBS** and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m., Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **21 March 2022** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The **AFPRSBS** will hold a Pre-Bid Conference on **28 March 2022, 10:00 a.m.** at AFPRSBS Boardroom, AFPRSBS Building, 424 Capinpin Avenue, Camp General Emilio Aguinaldo, Quezon City and/or through video conferencing or webcasting via Google meet which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat on or before 10:00 am, **11 April 2022** through (i) manual submission at the office address indicated below. (ii)

electronic submission to this e-mail address: [rsbsafpbac@gmail.com](mailto:rsbsafpbac@gmail.com). Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **11 April 2022, 10:00 a.m.** at the AFPRSBS Boardroom, AFPRSBS Building, 424 Capinpin Avenue, Camp Aguinaldo, Quezon City and/or via Google meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **AFPRSBS** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**MARIA GRACITA C. GARCIA**

*BAC Secretariat*

**AFPRSBS**

*AFPRSBS Building, 424 Capinpin Avenue*

*Camp General Emilio Aguinaldo, Quezon City*

*[rsbsafpbac@gmail.com](mailto:rsbsafpbac@gmail.com)*

*Tel. Nos. (02)89121858 / (02)89124686*

*[www.afprsbs.com](http://www.afprsbs.com)*

12. You may visit the following websites:

For downloading of Bidding Documents:

[www.afprsbs.com](http://www.afprsbs.com) and PhilGEPS website

*March 17, 2022*

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**RODERICK A LUNA**

*Chairperson*

*Bids and Awards Committee*

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

## 1. Scope of Bid

The Procuring Entity *AFPRSBS* wishes to receive Bids for the *Procurement of Security Service Contract for Calamba/Tanauan Properties*.

The Procurement Project (referred to herein as “Project”) is composed of *security Service Contract for Calamba-Tanauan Properties* 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 *Corporate Budget for CY 2021* in the amount of *Three Million Six Hundred Fifty Thousand Pesos (Php 3,650,000.00)*

2.2. The source of funding is:

- a. GOCC and GFIs, the proposed Corporate Operating Budget.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

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

- 5.2 Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

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

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **08 August 2022**. 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. Submission by Electronic or Online means

- 17.1. All procurement related documents to include the eligibility requirements and bid proposals may be submitted electronically to this e-mail address [rsbsafpbac@gmail.com](mailto:rsbsafpbac@gmail.com) on or before the closing date and time specified in the Bidding Documents as published in the Philippine Government Electronic Procurement System (PhilGEPS). The electronic documents must be sent through the **bidder's valid company e-mail account** or through the **e-mail address of the bidder's duly authorized representative**.
- 17.2. The receipt of electronic submission shall be acknowledged by the AFPRSBS BAC Secretariat through an e-mailed reply from the official AFPRSBS e-mail account [rsbsafpbac@gmail.com](mailto:rsbsafpbac@gmail.com). A Bid receipt page for the official time of submission as well as the e-mail acknowledgment of the submission shall be printed by the AFPRSBS BAC representative for reference and audit trail.
- 17.3. Bid documents to be submitted through electronic means must be saved in two (2) separate compressed archive folders in "**WinRAR**" or "**ZIP**" archive

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



format. These should be sent simultaneously to the [rsbsafpbac@gmail.com](mailto:rsbsafpbac@gmail.com). The **first compressed archived folder** which shall contain the technical component of the bid, including the eligibility requirements under Section 23.1 of the IRR for the procurement of Goods and Infrastructure Projects shall be labeled as **“Technical Bid”**, while the **second compressed archived folder** which shall contain the financial component of the bid shall be labeled as **“Financial Bid”**.

- 17.4. The electronic Bidding Documents contained in each of the compressed archive folders must be **password-protected**. The passwords for accessing the files will be disclosed by the bidders' duly authorized representatives to the AFPRSBS BAC Secretariat only during the actual bid opening which will be done face-to-face through videoconferencing using Google Meet. The invite for the videoconferencing shall be sent to the bidder's valid company e-mail account and/or e-mail address of the bidder's duly authorized representative.
- 17.5. Electronic Bidding Documents not in compressed archive folders and are not password-protected, shall be rejected. However, submitted bids that are not properly compressed and not password-protected may be accepted provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of improperly compressed or not password-protected folder, or for its premature opening.
- 17.6. The Bidding Documents to be submitted through electronic means should be **scanned copies of the original documents** in PDF/JPEG file format. Each scanned document must bear the markings **“Certified True Copy from Original”** **duly signed by the bidder's authorized signatory**. Each document must be saved in PDF/JPEG file format using this **file name format: “Name of Bidder - Title of the Original Document”**. Examples are shown below:



**File Name:**  
**ABC Company – DTI**  
**Certificate of Registration**



**File Name:**  
**ABC Company – BIR**  
**Certificate of Registration**



**File Name:**  
**ABC Company – Mayor's**  
**Business Permit**

- 17.7. As with manual submission, Bidders may modify or withdraw their electronic bid submission at any time before the deadline for the submission and receipt of bids. Where a bidder modifies its Bid, it shall not be allowed to retrieve its

original Bid and shall only be allowed to send another Bid equally secured, properly identified, and labeled as “**Technical Bid Modification**” and “**Financial Bid Modification**”. The time indicated in the latest Bid receipt page generated shall be the official time of submission. Electronic bids submitted after the deadline shall not be accepted.

- 17.8. Electronic Bidding Documents, including the eligibility requirements under Section 23.1 of the IRR, submitted after the deadline shall not be accepted by the BAC Secretariat. The BAC Secretariat shall generate a Bid receipt page for the official time of late submission which should be saved and printed for reference and audit trail. The BAC Secretariat shall likewise record in the minutes of bid submission and opening, the bidder’s name, its representative and the time the late bid was submitted.

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

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

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

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

## **19. 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.

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

- 19.1. The Procuring Entity’s BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to

Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded 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.

## **21. Post-Qualification**

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

## **22. Signing of the Contract**

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

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

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <p>a. Security Services Contract for <b>Calamba/Tanauan Properties</b>.</p>
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <p>a. The amount of not less than <b>Seventy Three Thousand Pesos (Php 73,000.00)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <b>One Hundred Eighty Two Thousand Five Hundred Pesos (Php 182,500.00)</b> if bid security is in Surety Bond.</p>
20.1	<p>a. Latest Income Tax Return filed through EFPS;</p> <p>b. Notarized Copy of Statement of Disposition of Clients, Security Guards, &amp; Firearms submitted to and proof of receipt by the PNP-SAGSD;</p> <p>c. Certified True Copy and valid License to Operate issued by the Security Agency and Guards Supervisory Division (SAGSD) under RA 5487, otherwise known as the Private Security Agency as amended;</p> <p>d. Certificate of PADPAO Membership</p> <p>e. Latest Clearance from the following agencies: (as of June 2021)</p> <ul style="list-style-type: none"> <li>• Social Security System</li> <li>• State Insurance / ECC</li> <li>• Philhealth</li> <li>• Pag-Ibig</li> </ul> <p>f. Certificate of pending or no pending labor standards violations cases/s issued by the National Labor Relations Commission (NLRC) and DOLE</p> <p>g. Certificate of Registration pursuant with DOLE Department Order No. 174, Series of 2017.</p> <p>h. Affidavit to provide employee's welfare</p> <p>i. Certificate of satisfactory rating from SLCC.</p>
21.1	<p>a. List of Personnel to be assigned with their complete qualifications and experience data</p> <p>b. List of communication equipment to be assigned with a copy of valid license/s from NTC</p> <p>c. List of firearms to be assigned with a copy of valid licenses from PNP-FED</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 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. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

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

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

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



## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
2.2	<p>The terms of payment shall be as follows:</p> <ol style="list-style-type: none"> <li>1. Client shall pay the Security Agency based on the latter's actual services rendered under this Contract, taking into account the actual number of security guards, their actual tour of duty and respective compensations per month. It is understood that the Security Agency's billings include all the statutory compensation and benefits due to its Security Guards.</li> <li>2. The Security Agency shall inform the Client of the place and time of payment of wages and they may proceed with the payment of wages should the Client's representative, without the prejudice to do so, fail to arrive on the specified time and place to witness the payment.</li> </ol> <p><b>MANNER OF PAYMENT</b></p> <ol style="list-style-type: none"> <li>1. Payment shall be made every fifteenth (15<sup>th</sup>) day and at the end of each month for security services rendered per billing submitted by the Security Agency shall be supported by a properly accomplished payroll showing the gross amount earned, deductions and the net amounts payable to the Security Guards and properly signed daily time records. The number of Security Guards considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period.</li> <li>2. If Client becomes liable to any employee of the Security Agency under the provisions of any law resulting from the Security Agency's failure to comply with said law, the Security Agency shall reimburse Client for all payments made to said employee, including the cost of suit as the case maybe. The Security Agency shall, together with its billing, submit to the Client a sworn statement certifying that it has paid the salaries, wages and/or benefits due to its guards under the law for the billing period.</li> </ol>

## ***Section VI. Schedule of Requirements***

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Security Services	Twelve (12) Security Guards	Twelve (12) Security Guards	The Contract duration is one (1) year

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

# Technical Specifications

Item	Specification	Statement of Compliance
(a)	<b>Manpower Complement:</b> Minimum of two hundred (200) licensed security guards	
(b)	<b>Posting/Branches:</b> Luzon	
(c)	<b>Years of Experience:</b> Minimum of five (5) years experience in rendering security and related services	
(d)	<b>Liquidity of the Agency:</b> Maintain adequate monthly average balance of cash deposit in leading commercial/universal bank for operational use and payment payroll of security guards	
(e)	<b>Organizational Set-up:</b> Adopts an Organizational Structure with properly defined lines of authority, job positions and job responsibilities	
(f)	<b>Materials and Equipments</b>	
	<b>Communication Equipment:</b> Minimum of five (5) base radios Minimum of thirty (30) handheld radios Minimum of twenty (20) cellular phones	
	<b>Transportation Equipment:</b> Minimum of two (2) utility vehicles Minimum of ten (10) motorcycles and helmets (maybe owned or leased) Minimum of five (5) bicycles	
	<b>Firearms:</b> Minimum of twenty-five (25) 0.38 caliber revolvers Minimum of twenty-five (25) 12-gauge shotguns Minimum of twenty (20) 0.9mm caliber pistols	
	<b>Ammunitions:</b> Six shooter revolver (a) 18 RDS Shotguns (b) 15 RDS Pistols (Single Stack Magazine) (c) 21 RDS (d) 3 Mags Pistol (Staggered Magazine) (e) 2 Mags with ammo	

(g)	<p><b>Recruitment and Selection Criteria:</b> The qualifications of security guards being hired by the Agency include, among others, the following:</p> <ol style="list-style-type: none"> <li>1. Must be physically and mentally fit;</li> <li>2. Must be literate both in oral and written communication in Filipino and English;</li> <li>3. With adequate training and experience;</li> <li>4. Must be courteous, honest and trustworthy;</li> <li>5. With good moral character and reputation and without any criminal and/or police records; and</li> <li>6. Qualified and duly licensed as security guards in accordance with existing laws.</li> </ol>	
(h)	<p><b>Completeness of Uniforms and Other Paraphernalia:</b> Security Agency provides its personnel with proper uniforms, firearms and other paraphernalia necessary in the performance of their duties.</p>	
(i)	<p><b>Training of Guards:</b> Owns properly maintained training facilities for the exclusive use of security guards.</p>	
(j)	<p><b>Administration of Guards:</b> Owns a properly maintained admin facility for the morale and welfare of the security guards.</p>	

## ***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

- ☐ (e) 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**
- ☐ (f) 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**
- ☐ (g) 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**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

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



Capacity (NFCC);

**or**

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

***Class “B” Documents***

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

**or**

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

**II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**  
☐ (n) Original of duly signed and accomplished Price Schedule(s).  
☐ (o) Computed Bid Price Breakdown

## **IX. TERMS OF REFERENCE**



<b>TERMS OF REFERENCE</b>
---------------------------

**PROCUREMENT OF SECURITY SERVICE CONTRACT  
FOR CALAMBA/TANAUAN PROPERTIES**

**1.0. Introduction:**

The intent of this document is to outline the requirements of this procurement activity and to solicit full-service proposals for the **PROCUREMENT OF SECURITY SERVICE CONTRACT FOR CALAMBA/TANAUAN PROPERTIES** in accordance with Republic Act (R.A) No. 9184 (The Government Procurement Reform Act) and its Implementing Rules and Regulations.

**2.0. The Calamba-Tanauan Properties:**

- 2.1. The property comprises seventy-nine (79) scattered lots/raw land which form part of a vacant land located on the northwest side of Calamba-Batangas National Road, traversed by San Juan River and creeks, within Barangays MalakingPulo, Doña Jacoba, Santol, Sulpok, Altura, Laurel and Suplang, Municipality of Tanauan, Batangas and Barangay Ulango, Calamba City, Laguna. The total area of said raw land is 142 hectares.
- 2.2. The site is located approximately 2.3 kilometers south from the Homelands and about 5.2 kilometers from Calamba Exit.

**3.0. Purpose of the Procurement Activity:**

- 3.1. The purpose of this Procurement is to ensure the security of the AFPRSBS' Raw lands at Brgy. Ulango, Calamba as well as raw lands at Tanauan, Batangas, including properties deposited and stored therein, as well as the persons and properties of the AFPRSBS such as employees, guests and visitors of the above raw lands, against losses and damages due to and/or caused by theft, pilferage, robbery, and other unlawful acts of strangers and/or third parties.
- 3.2. The security service must secure the raw lands from illegal tillers and settlers. In areas with existing illegal tillers / settlers, the security service must ensure that no additional illegal tillers shall be able to occupy the land.

\* *Interested bidders are **required** to conduct ocular inspection of the AFPRSBS Raw lands at Brgy. Ulango, Calamba as well as the Raw lands at the seven (7) Brgys of Tanauan, Batangas to determine the actual site condition in coordination with the Property Management & Enhancement Department of the AFPRSBS.*

#### 4.0. General Requirements of the Procurement Activity:

The following are the general requirements of this Procurement activity:

(a)	<b>Number of Security Guards</b>	Twelve (12) licensed regular security guards.
(b)	<b>Regular Duty of Guards</b>	<p>Twelve (12) hours shift from 6:00 am to 6:00 pm on a daily basis, including Saturdays, Sundays and holidays for a period of one (1) year.</p> <p>Security schedule is as follows:</p> <p><b><u>DAY SHIFT</u></b></p> <p>One (1) – Security in Charge  One (1) – Head, Roving  Two(2) guards – Roving (Ulango)  Two (2) guards– Roving (Brgy. Laurel)  Four(4) guards – Roving (MalakingPulo and Doña Jacoba)  Two (2) guard – Roving (Brgy. Sulpak, Brgy. Suplang and Altura)</p>
(c)	<b>Right of Inspection</b>	The Security Agency shall allow AFPRSBS or its authorized representatives to inspect the security guards on duty and on detail at Calamba-Tanauan properties and may recommend relief of any or all guard(s) for reasons of doubtful trustworthiness, dependability and efficiency.
(d)	<b>Materials and Equipment</b>	<p>The Security Agency shall provide the following equipment as part of its security service to AFP-RSBS:</p> <ol style="list-style-type: none"> <li>1. One (1) 4x4 pick-up vehicle (Model Year 2015 up), fuel included</li> <li>2. One (1) base radio with charger (registered with NTC)</li> <li>3. Four (4) handheld radios (registered with NTC)</li> <li>4. Four (4) cellular phones with loads (registered with NTC)</li> <li>5. Two (2) binoculars</li> <li>6. Four (4) motorcycles with helmet</li> <li>7. Ten (10) .38 caliber revolvers or 9mm caliber pistols  <i>Note: with standard round of ammunition.</i></li> <li>8. Complete set of uniform/s and other paraphernalia necessary in the performance of</li> </ol>

		their duties.
(e)	<b>Basic Qualifications of Guards</b>	The security guards to be assigned at the Raw lands located at Barangay Olango, Calamba, Laguna and at seven (7) Barangays in Tanauan, Batangas, must be physically and mentally fit; literate both in oral and written communication in Filipino and English; with adequate training experience; courteous, honest and trustworthy; with good moral character and reputation; no criminal nor police records; and duly licensed.
(f)	<b>Statement of Liability</b>	The Security Agency shall be held liable for the payment of repairs on damaged equipment, as well as, payment for the replacement of lost equipment or property of the Tanauan properties during its watch should the investigation conducted by the Agency and AFPRSBS prove the negligence of the Agency's guards.
(g)	<b>Retention</b>	The Security Agency will allow AFP-RSBS to retain monthly, a minimum of five percent (5%) of the contract amount for three (3) months as guaranty for the payment of losses or damages that may be incurred by the Agency's Security Guards.
(h)	<b>Compliance to Applicable Laws and Government Regulations</b>	<p>The Security Agency shall execute and furnish AFPRSBS with a sworn statement of its compliance to applicable laws and government regulations.</p> <p>(AFPRSBS' requirement : Proof of Remittances - contributions to SSS, ECC, HDMF, PhilHealth, other agencies and remittance of withholding taxes to the BIR)</p>
(i)	<b>Bonding of Guards</b>	The Security Agency shall secure a surety bond in the amount of Php 10,000.00 per security guard with a validity period of one (1) year subject to renewal and extension, if warranted.

#### 5.0. **Approved Budget for the Contract (ABC)**

The procuring entity's Approved Budget for the Contract (ABC) is **Three Million Six Hundred Fifty Thousand Pesos & 00/100 (PHP 3,650,000.00)**. The ABC is inclusive of agency fee, value added tax, withholding tax, and other forms of taxes that may be imposed by the Philippine government and/or concerned government agencies in relation to the Procurement of Security Service Contract for the

AFPRSBS raw lands in Brgy. Ulango, Calamba, Laguna, and raw lands at the seven (7) Barangays of Tanauan, Batangas.

#### **6.0. Contract Duration**

- 6.1. The services to be provided by the Security Agency shall be for a period of one (1) year to commence from the issuance of the Notice to Proceed.
- 6.2. The contract duration may be subject to extension if deemed necessary and warranted by the AFPRSBS; however, the extension shall be in writing duly conformed and signed by the authorized representatives of the AFPRSBS and the Agency.

#### **7.0. Terms of Payment**

- 7.1. Payments for security services rendered shall be made on a semi-monthly basis.
- 7.2. All payments shall be subject to five percent (5%) retention, which shall be released by the AFPRSBS upon submission by the Supplier of a Statement of No Liability after a period of at least three (3) months.
- 7.3. Statements of Account for billed services should show separately the Agency Fee and Guard's Salary. Only the Agency Fee shall be subject to deductions for expanded value added tax, expanded withholding tax and other applicable taxes, and such other deductions as may be mutually agreed upon by both parties.
- 7.4. All billings for services rendered shall be supported by the following:
  - (a). Statement of Account duly signed by authorized signatories of the Agency;
  - (b). Payroll of Security Guards duly signed by authorized signatories of the Agency;
  - (c). Notarized Affidavit of Remittance of Contributions to SSS, ECC, HDMF, PhilHealth, and remittance of withholding taxes to the BIR, with attached photocopies of the remittance forms and payroll summary of deductions; and
  - (d). Other requirements as may be imposed by the AFPRSBS.

#### **8.0. Evaluation Guidelines**

The selection of the Security Agency shall be based on the Lowest Calculated Responsive Bid.

## 9.0 Computation of Bid Price

The details for the computation of bid price should be shown following this format:

### Amount to Guard

Ave. Pay/Month	P	_____
Night Differential		_____
13th Month Pay		_____
5 Days Incentive Pay		_____
OT Pay		_____

### Amount to Government, in favor of Guard

SSS Premium	P	_____
PhilHealth Contribution		_____
State Insurance Fund		_____
Pag-IBIG Fund		_____
	P	_____

### A. TOTAL AMOUNT TO GUARD AND GOVERNMENT

P \_\_\_\_\_

### B. AGENCY FEE

P \_\_\_\_\_

Administrative, Overhead and Margin

### C. VALUE ADDED TAX

P \_\_\_\_\_

### MINIMUM CONTRACT RATE FOR 12 HRS.

P \_\_\_\_\_

**TOTAL BID PRICE (Monthly Rate x 12 months x No. of Guards):** P \_\_\_\_\_

**Amount in Words:** \_\_\_\_\_



**AFP Retirement and Separation Benefits System**  
Camp General Emilio Aguinaldo, Quezon City

**SECURITY PLAN**

**CALAMBA/TANAUAN PROPERTIES**

**A. Background:**

1. The property are seventy-nine (79) scattered lots/raw land which form part of a vacant land located on the northwest side of Calamba-Batangas National Road, traversed by San Juan River and creeks, within Barangays Malaking Pulo, Doña Jacoba, Santol, Sulpok, Altura, Laurel and Suplang, Municipality of Tanauan, Batangas and Barangay Olango, Calamba City, Laguna. The total area of said raw land is 142 hectares. (see Annex A)
2. The site is located approximately 2.3 kilometers south from the Homelands and about 5.2 kilometers from Calamba Exit.

**B. Security Concept**

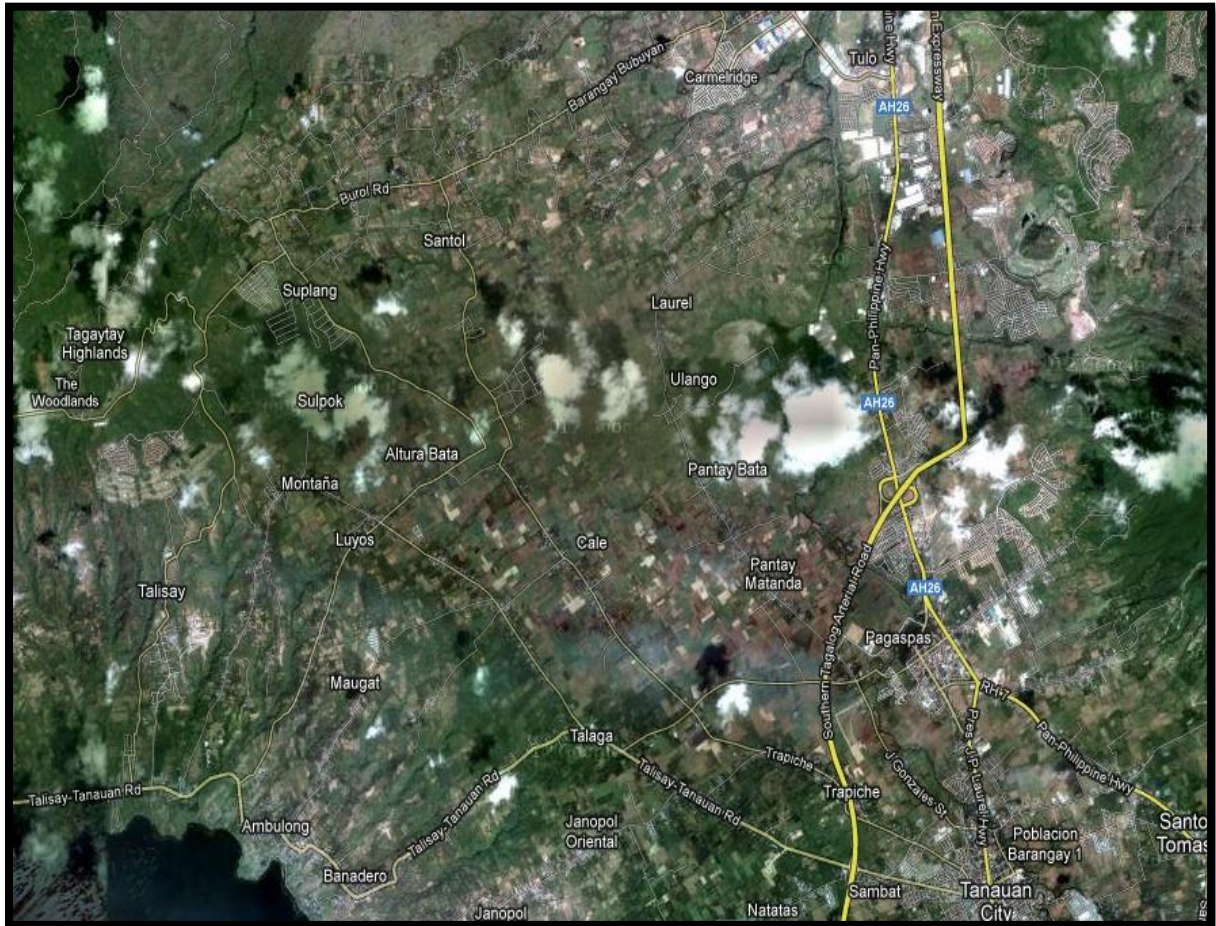
1. The primary concern of the Security Agency is to ensure that no additional squatters will occupy any portion of the properties mentioned above. All unusual activities/untoward incidents that may happen must be logged and reported to the System.
2. Inventory of squatters must also be done daily and a monthly update on/list of squatters must be included in the monthly report.
3. Posting of guards should be twelve hours shift daily from 6:00 am to 6:00 pm including Saturdays, Sundays and holidays for a period of one (1) year. Daily schedule is as follows:

**SCHEDULE**

<b>No. of Guard/s</b>	<b>Area</b>
One (1)	Security in Charge
One (1)	Head, Roving
Two (2)	Roving –Brgy. Ulango
Two (2)	Roving -Brgy. Laurel
Four(4)	Roving – Brgy. Sulpok, Brgy. Suplang and Brgy. Altura
Two(2)	Roving – Malaking Pulo and Doña Jacoba



## VICINITY MAP OF CALAMBA/TANAUAN PROPERTIES



## **X. BIDDING FORMS**

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## BID FORM

---

Date: \_\_\_\_\_  
Invitation to Bid<sup>2</sup> N<sup>o</sup>: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted 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:<sup>3</sup>

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

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

---

<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>3</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity][for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

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

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

## Contract Agreement Form

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

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (f) the Special Conditions of Contract;
  - (g) the Performance Security; and
  - (h) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

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

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

## Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

*If a sole proprietorship:* As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[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;
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.

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

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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. \_\_\_\_\_

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

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

This form will not apply for WB funded projects.

### Bid Securing Declaration Form

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/We<sup>4</sup>, the undersigned, declare that:

<sup>4</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

*[Insert NAME OF BIDDER'S AUTHORIZED  
REPRESENTATIVE]  
[Insert Signatory's Legal Capacity]  
Affiant*

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s 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]*

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

Republic of the Philippines



Government Procurement Policy Board