

**PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

**Procurement of  
GOODS**

Government of the Republic of the Philippines

**Provision of Security Services for  
CSC - Regional Office for FY 2024-2025  
(EARLY PROCUREMENT)**

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.



**INVITATION TO BID FOR THE  
PROVISION OF SECURITY SERVICES FOR  
CSC – REGIONAL OFFICE FY 2023-2024  
(EARLY PROCUREMENT)  
ITB No. 2023-001**

1. The **Civil Service Commission, Caraga Regional Office**, through its **General Fund** intends to apply the sum of **Seven Hundred Fifty Thousand Pesos (Php 750,000.00)** being the ABC to payments under the contract for **Provision of Security Services for CSC – Regional Office FY 2024-2025 (ITB2023-001)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Civil Service Commission, Caraga Regional Office** now invites bids for the above Procurement Project. Delivery of the Services is for the period **June 16, 2024– June 15, 2025**. Bidders should have completed, within **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 (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 the **Civil Service Commission, Caraga Regional Office** and inspect the Bidding Documents at the address given below from **8:00am – 5:00pm, except holidays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 13, 2023** from the given address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **One Thousand Pesos (Php 1,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

**Civil Service Commission  
Caraga Regional Office  
Doongan Road, Butuan City**



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 **Civil Service Commission, Caraga Regional Office** will hold a Pre-Bid Conference on **November 24, 2023 (Friday) at 1:00 pm** through video conferencing or webcasting **via zoom platform with details below** which shall be open to prospective bidders.

Join Zoom Meeting: <https://tinyurl.com/CSCPROCUREMENT>  
**Meeting ID:833 9234 6159**  
**Passcode: CSC**

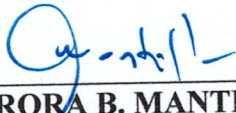
7. Bids must be duly received by the BAC Secretariat manual submission at the office address indicated below on or before **December 5, 2023 (Tuesday), 9:00 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14.**
9. Bid opening shall be on **December 5, 2023(Tuesday), 10:00 a.m.** at the given address below and/or via **zoom.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Civil Service Commission, Caraga Regional Office** 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:

**MAREDITH H. JULVE**  
BAC Secretariat Member  
Civil Service Commission  
Doongan Road, Butuan City  
09230818701 / 09399196931  
[csccaragabac@gmail.com](mailto:csccaragabac@gmail.com)

12. You may visit the following websites:

For downloading of Bidding Documents: [www.caraga.csc.gov.ph](http://www.caraga.csc.gov.ph)  
and/or the PhilGEPS website

November 10, 2023

  
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**AURORA B. MANTILLA**  
BAC Chairperson

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

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

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

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

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

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

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

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

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

## 1. Scope of Bid

The Procuring Entity, **Civil Service Commission, Caraga Regional Office** wishes to receive Bids for the **Provision of Security Services for CSC – Regional Office FY 2024-2025**, with identification number **ITB2023-001**.

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 **2024** in the amount of **Seven Hundred Fifty Thousand Pesos (Php 750,000.00)**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

- 5.2. 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. 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 Procuring Entity has prescribed that: **Subcontracting is not allowed.**

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **November 24, 2023 (Friday) at 1:00 pm** through video conferencing or 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 or **until November 28, 2023 (Tuesday)**.

## **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 **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.

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

### **14. Bid Security**

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

14.2. The Bid and bid security shall be valid for **120 calendar days**. 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.

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

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

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

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

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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:

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



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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

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

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

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. equivalent to at least fifty percent (50%) of the ABC; and</li> <li>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Goods/Services shall be based on the current market prices and minimum wage orders and other relevant laws.
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"> <li>a. The amount of not less than <b><u>15,000.00 (2 % of ABC)</u></b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b><u>37,500.00(5% of ABC)</u></b>, if bid security is in Surety Bond.</li> </ul>
15	The bidder shall be required to submit Three (3) hard copies (1 original. 2 certified true copies) together with one (1) PDF copy in USB Flash Drive of the first and second component of its Bid.
19.3	Project will be awarded as one contract.
20.1	The bidder shall submit the following additional post qualification requirements; <ul style="list-style-type: none"> <li>A. Valid Certificate of Registration issued by DOLE.</li> <li>B. Philippine Association of Detective and Protective Agency Operators (PADPAO) Certificate of Membership;</li> <li>C. NLRC Clearance as of June 30, 2023.</li> <li>D. Court Clearance issued by the RTC Executive Branch, 10<sup>th</sup> Judicial Region as of June 30, 2023.</li> <li>E. Certificate of latest compliance from the Social Security System as of June 30, 2023.</li> <li>F. Certificate of PhilHealth Premium Payments as of June 30, 2023.</li> <li>G. Certificate of HDMF Premium Payments as of June 30, 2023.</li> <li>H. List of bank references (at least 2).</li> <li>I. List of supplies, materials, and equipment owned per TOR requirements.</li> <li>J. PNP License to Operate.</li> <li>K. Licenses of Security Guards (3 Security Guards).</li> <li>L. Licenses of Firearms.</li> </ul>

	<p>M. Certification of Very Satisfactory Performance or a feedback form with a very satisfactory-service rating from one (1) client government agency in relation to completed or ongoing contracts.</p>
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## ***Section IV. General Conditions of Contract***

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

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 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*

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

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

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

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

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



## Special Conditions of Contract

GCC Clause	
1	No additional requirements.
2.2	<p>The terms of payment shall be as follows:</p> <p>Payment shall be made on a bi- monthly basis on the number of security guards that rendered service subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding Tax on VAT of five percent (5%).</p> <p>The Service Provider’s request(s) for payment shall be made to the Procuring Entity in writing accompanied by an invoice/billing describing as appropriate, the service performed.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p style="padding-left: 40px;">Submission of documentary requirements which may include but not limited to monthly guard detail order, certificate of remittances from Social Security Services (SSS), Home Development Mutual Fund (HDMF)/PAGIBIG Fund, and Philippine Health Insurance Corporation (PhilHealth).</p>

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

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Security Guards			
	CSC – Regional Office	Three (3) Guards	Three (3) Guards	June 16, 2024 to June 15, 2025 (12 months)

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

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

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

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

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

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

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

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

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

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

# Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
<b>1</b>	<b>Provision of Security Services for CSC - Regional Office for FY 2024-2025</b>	

## TERMS AND CONDITIONS

### SECURITY SERVICES FY 2024

**I. Objective**

To engage the services of a reputable security agency which can best deliver security related services to the CIVIL SERVICE COMMISSION CARAGA REGIONAL OFFICE (CSC CARAGA).

**II. Budget**

The engagement of a Security Agency shall be for a period of **one (1) year** from **June 16, 2024 until June 15, 2025** with a total Approved Budget for the Contract in the amount of **Seven Hundred Fifty Thousand Pesos (Php 750,000.00)**.

**III. Requirement, Place of Assignment, and Work Schedule**

The Security Agency shall provide security guards to be assigned/posted on the following:

Office	Location/Address	Requirements	No. of Security Guards
CSC Caraga Regional Office	Doongan Road, Butuan City	<p><b>Monday to Sunday 24 hours (3 shifts), 7 days a week</b></p> <ul style="list-style-type: none"> <li>- one (1) guard (7:00am-3:00pm shift)</li> <li>- one (1) guard (3:00pm-11:00pm shift)</li> <li>- one (1) guard (11:00pm-7:00am shift)</li> </ul>	3

**IV. Qualifications of the Security Agency/Contractor**

1. Must be a duly licensed and registered Service Contractor in accordance with DOLE Department Order No. 150, series of 2016, “REVISED GUIDELINES GOVERNING THE EMPLOYMENT AND WORKING CONDITIONS OF SECURITY GUARDS AND OTHER PRIVATE SECURITY PERSONNEL IN THE PRIVATE SECURITY INDUSTRY ” dated 09 February 2016;
2. Should have at least five (5) years of experience in providing security services to a government and / or private agency;
3. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO);
4. Must be duly registered with the Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority;
5. Must be duly registered with Social Security Services (SSS), Home Development Mutual Fund (HDMF)/PAGIBIG Fund, and Philippine Health Insurance Corporation (PhilHealth); and

6. Must present a Certification of Very Satisfactory Performance or a feedback form with a very satisfactory-service rating from one (1) client government or private agency in relation to completed or ongoing contracts.

## **V. Qualification of Security Personnel**

The Security Agency shall assign at the CSC Caraga offices the necessary number of security guards with the following minimum qualifications:

1. Must be 21 to 65 years old;
2. Of good moral character and reputation supported with a Private Security License Card and valid clearances issued by the Philippine National Police, National Bureau of Investigation, and other government offices issuing clearances for employment purposes;
3. Physically and mentally fit;
4. At least high school graduate for security guards and, at least college graduate for Officer-In-Charge (OIC) or Security-In-Charge (SIC);
5. Has undergone a pre-licensure training course duly certified by PNP-Security Agencies Guards Supervision Division (PNP-SAGSD), Civil Security Group (CSG) for new recruits or Refresher Training Program for security guards with more than one (1) year experience;
6. Must have passed a neuro-psychiatric examination and drug test administered by any accredited facility;
7. The OIC and SIC must have two (2) years of relevant supervisory experience; and
8. Other qualifications may be prescribed in accordance with Republic Act 5487, as amended, otherwise known as Private Security Agency Law, and other related laws and regulations.

## **VI. Duties and Responsibilities of the Security Agency and Security Guards**

The duties and responsibilities of the Security Agency and Security Guards shall include, but not limited to, the following:

### **1. Security Agency Head Office**

- a. Coordinate with the CSC Caraga management for any matter relative to the implementation of the terms of the service contract;

- b. Exercise supervision and responsibility over all the members of the security guards;
- c. Provide supplies, equipment, and tools of the trade to the security guards;
- d. Monitor the performance of, and exercise administrative supervision over, security guards;
- e. Monitor the daily operations of the security guards;
- f. Submit monthly security report;
- g. Provide CSC Caraga management with a monthly guard detail order;
- h. Provide relievers (different from detailed security guards) whose services shall be made available whenever assigned guards are absent or indisposed;
- i. Propose necessary security measures to the CSC Caraga management for improvement of security within the premises; and
- j. Provide necessary assistance to all security guards.

## **2. Detailed Security Guards**

- a. Enforce a system of personnel and client/visitor identification;
- b. Maintain a logbook for CSC Caraga personnel/clients which contains the records of their entry into and exit from the premises;
- c. With utmost courtesy, observe rigid inspection of all personal belongings of clients or visitors in all points of entry and exit of their designated area;
- d. Watch, safeguard, and protect CSC Caraga property from any form of loss, destruction, or damage;
- e. Prevent any unlawful act which may be committed against all CSC Caraga officials and employees, clients and visitors; and
- f. Assist in the implementation of CSC Caraga rules and regulations such as wearing of office uniforms and identification cards, among others; and
- g. Perform other duties as may be assigned by the CSC Caraga or the security agency.



### 3. Night Shift Duty Security Guards

- a. Routine inspection at night time of the premises of the CSC Caraga to ensure that entry/exit doors are locked/secured, electrically operated office equipment are unplugged, and lights are switched off;
- b. Monitor and log/record the names of all CSC Caraga Officials and Employees who work beyond office hours and the exact time when they leave the premises;
- c. From time to time check the area and CSC Caraga premises for any unauthorized intrusion;
- d. Submit incident report of any untoward incident which may have caused threat to life, chaos, theft or any acts that constitute breach of the security of CSC Caraga personnel, clients and properties; and
- e. Perform the duties and responsibilities of the posted guards in areas where their services are necessary.

## VII. Supplies, Materials and Equipment

The Security Agency shall provide the following:

1. Prescribed basic uniform, which includes:
  - a. Night stick/baton
  - b. Handcuffs
  - c. Whistle
  - d. Flashlight
  - e. Medicine kit
  - f. Tear gas
2. Metal detector;
3. Communication Equipment for each guard on duty;
4. Security reflector vest; and
5. Licensed Firearm (Caliber .38 Revolver or shotgun, or 9mm pistol) with sufficient ammunition loads and spares for each guard on duty.

## VIII. Others

1. **Performance Bond.** The Security Agency shall furnish the CSC Caraga with a valid and sufficient Performance Bond in accordance with the rules set forth under the

Government Procurement Reform Act or R.A. No. 9184 and its 2016 Implementing Rules and Regulations (IRR).

2. **Wage and Mandated Benefits.** Should there be any increase or adjustment in wage or mandated benefits (SSS, HDMF/PAG-IBIG/PhilHealth) in favor of the assigned three (3) security personnel, subsequent to the execution of the Contract, pursuant to a law, executive order, decree or wage order, the Security Agency shall inform the CSC Caraga in writing to allow the latter to undertake appropriate measures to address the same before its implementation. However, special non-working holidays proclaimed through executive orders shall entitle the Security Agency to automatic rate adjustment to its affected assigned guards.

3. **Billing and Submission of Documents.** Every 15th and 30<sup>th</sup> day of the month, the Security Agency shall submit to the CSC Caraga, its billing statement, together with the daily time records (DTRs), copies of payroll, photocopies of remittances (official receipts) to SSS, PAG-IBIG, PhilHealth, and other state insurance contributions of all security personnel assigned at the CSC Caraga. Should the Agency fail to submit these requirements, the CSC Caraga shall withhold the payment for the current billing period until its compliance therewith.

4. **Employee-Employer Relationship.** The CSC Caraga shall not be responsible for any claims for general injury, including death, sustained by the security personnel or any third person arising out of, or in the course of the performance of functions of the security guards pursuant to this Contract. It is expressly understood that no employee-employer relationship exists between the parties or of their employees, representatives and agents.

5. **Liabilities for Losses and Damages.** The Security Agency shall be responsible for any loss or damage that may be incurred by its security personnel. CSC Caraga may suspend or withhold whatever contract payments may be due the Security Agency should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage shall have been fully paid, restituted or repaired by the Agency or go after the Performance Bond set forth in this Contract. Likewise, the CSC Caraga has the option to demand payment for the replacement value of lost properties or its replacement by another, which should at least be substantially in the same condition as the lost properties.

6. **Service Level Agreement.** CSC Caraga shall maintain a Service Level Agreement (SLA) with the Agency, with provision for liquidated damages for their non-compliance. The Terms and conditions of the SLA are enumerated below:

CRITERIA	DESCRIPTION	LIQUIDATED DAMAGES
Deployment of Guards	The Agency shall ensure that the required number of guards are deployed and are at their respective posts during their shift assignments	1/10 <sup>th</sup> of one percent (1%) of the gross monthly billing for each day of non-deployment

CRITERIA	DESCRIPTION	LIQUIDATED DAMAGES
Provision of equipment and supplies	The Agency shall provide the security guards with equipment and supplies;	One percent (1%) of the total contract price for every day of delay;
	The Agency shall ensure that these equipment and supplies are in good operating condition.	One percent (1%) of the monthly billing for every non-operational equipment

The CSC shall have the right to blacklist the Agency after ten (10) issuances of non-compliance to SLA at any given month during the contract period.

7. **Compliance with the CSC Caraga Rules and Regulations.** The Security Agency However, the Security Agency binds itself to cause the implementation and enforcement of will maintain effective discipline and full control and supervision over the security personnel assigned under this Contract, as well as the performance of their duties. any and all rules, regulations or directives that the CSC Caraga may issue concerning the conduct of said security personnel.

For this purpose, CSC Caraga reserves the right to screen and to deny or accept the assignment of any security personnel recommended by the Agency to perform the service.

8. **Extension Clause.** Extension of the Contract is subject to the provisions of R.A. 9184 and its 2016 IRR. The extended term shall automatically terminate upon the effectivity of the new contract.

# *Financial Bid*

## SECURITY SERVICE FOR 2023

AGENCY SPECIFICATIONS	QTY	Statement of Compliance
Security Guard	3	8 hour/ day shift  (3 guards)  12 months
<b>Basic Daily Rate</b>		
1. EQUIVALENT MONTHLY RATE = EMR (FACTOR= 395 days)		
a. Ordinary working days: (293x BASIC) and (293x COLA)		
b. Regular holidays: (12 x 200% x BASIC) and (12 x 200% x COLA)		
c. Rest days: (52 x 150% x BASIC) and (52 x COLA)		
d. Special days: (8x 150% x BASIC) and (8 x COLA)		
ANNUAL TOTAL		
EQUIVALENT MONTHLY RATE (BASIC/12) and (COLA/12)		
TOTAL EQUIVALENT MONTHLY RATE (BASIC+COLA)		
2. NIGHT SHIFT DIFFERENTIAL PAY PER MONTH (NSD=EMR-Basic x 1/3 x 0.10) ***		
3. 13th MONTH PAY PER MONTH: (BASIC x 365/12)/12		
4. 5-DAY SERVICE INCENTIVE LEAVE PAY PER MONTH (BASIC x 5/12)		
5. UNIFORM ALLOWANCE ( RA 5487) - Or as maybe agreed upon by principal and agency		
<b>A. TOTAL MONTHLY AMOUNT DIRECTLY TO GUARDS</b>		
<b>Total</b>		
6. Overtime Rate for Ordinary Working Days (275/8*4*1.25*298/12)		
7. Overtime Rate for Special Working Days (275/8*4*1.30*95.50/12)		
<b>B. TOTAL MONTHLY SALARY RATE</b>		

<b>Amount to Government in Favor of GUARDS</b>		
8. RETIREMENT BENEFIT PER MONTH		
9. SSS Premiums-Employer Share - Refer to SSS		
10. PHILHEALTH-Employer Share - Refer to Philhealth		
11. SIF-Employer's Share (P10.00) - Refer to ECC		
12. PAG-IBIG-employer Share - Refer to PAG-IBIG		
<b>B. Total Amount to Gov't. in favor of the Guards (8+9+10+11+12)</b>		
C. Total Amount Directly to Guards and to Government in favor of the Guards (A + B) P		
D. Agency Administrative Overhead Margin		
E. VAT (12% of D)		
<b>F. Minimum Contract Rate ("C" + "D" + "E") Per Guard</b>		
G. Number of Guards		
<b>H. Minimum Contract Rate Per Month</b>		
I. Twelve (12) Months		
<b>J. Total Annual Contract Price</b>		

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, Otherwise, if found false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

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

\_\_\_\_\_  
Signature Over Printed Name  
of Authorized Representative

\_\_\_\_\_  
Date

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

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

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

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

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

***Class “B” Documents***

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (n) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

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



