

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

SUPPLY OF SECURITY SERVICES
REQUIREMENT OF TEN (10) SECURITY
GUARDS FOR DENR-10 REGIONAL
OFFICE FOR CY 2023

Sixth Edition
July 2020

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines

Department of Environment and Natural Resources, Region 10

Puntod, Cagayan de Oro City

E-mail add: denr10@gmail.com Telephone No.: (088) 856-9066 Fax No.:856-8200

INVITATION TO BID

SUPPLY OF SECURITY SERVICES REQUIREMENT OF TEN (10) SECURITY GUARDS FOR DENR-10 REGIONAL OFFICE FOR CY 2023

1. The *Department of Environment and Natural Resources- Region 10*, through the National Expenditure Program, for FY 2023 intends to apply the sum of TWO MILLION FOUR HUNDRED FOURTEEN THOUSAND PESOS (₱ 2,414,000.00) broken down as follows: For DENR- One Million Three Hundred Forty-Two Thousand Pesos (₱1,342,000.00); For MGB- Six Hundred Seventy-Two Thousand Pesos (₱672,000.00); EMB- Four Hundred Thousand Pesos (₱400,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Supply of Security Services Requirement of Ten (10) Security Guards for DENR-10 Regional Office from January 01, 2023 to December 31, 2023. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DENR-10* now invites bids for the above Procurement Project. Delivery of the Goods is required by *thirty (30) calendar days upon receipt of Notice to Proceed*. 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from *DENR Bids and Awards Committee Secretariat’s Office at the Procurement Services Section Office* and inspect the Bidding Documents at the address given below during *regular office hours from 8:00 am to 5:00 pm Mondays to Fridays*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 18, 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 (₱5,000.00)*.

6. The *DENR-10* will hold a Pre-Bid Conference¹ on **October 26, 2022 at 9:00 am** at *DENR-10 Conference Room, Puntod, Cagayan de Oro City*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual/personal submission at the office address indicated below on or before **November 8, 2022 at 9:00 am**. 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 **November 8, 2022 at 9:30 am** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The Schedule of BAC Activities are as follows:

Activity	Date	Time	Venue
Availability of Bidding Documents	October 18-November 08, 2022	8:00 am to 5:00 pm Monday to Friday (October 18-November 07) 8:00 am to 8:59am (November 08)	DENR-10 BAC Secretariat, Puntod, Cagayan de Oro City
Pre-Bid Conference	October 26, 2022	9:00 am	DENR-10 Conference Room
Deadline for Submission of Bid Documents	November 08, 2022	9:00 am	DENR-10 Conference Room
Opening of Bids	November 08, 2022	9:30 am	DENR-10 Conference Room

10. The *DENR-10* 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:

ROGELITO D. URBIZTONDO
Chairman, BAC Secretariat
DENR-10, Puntod
Cagayan de Oro City

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

Tel No. 856-7025

12. You may visit the DENR-10 Website (*r10.denr.gov.ph*) or the Philippine Government Electronic Procurement System (PhilGEPS) for downloading of Bidding.

PURA T. PALLARES

Chair, Bids and Awards Committee

Chief, Finance Division

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *DENR-10* wishes to receive Bids for the *Supply and Delivery of Security Services Requirement of Ten (10) Security Guards for DENR-10 Regional Office from January 01, 2023 to December 31, 2023* with identification number BAC10-2022-003.

The Procurement Project (referred to herein as “Project”) is composed of *Supply and Delivery of Security Services Requirement of Ten (10) Security Guards for DENR-10 Regional Office from January 01, 2023 to December 31, 2023* 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 *FY 2023 NEP* in the amount of *Two Million Four Hundred Fourteen Thousand Pesos (P 2,414,000.00)*

2.2. The source of funding is:

- a. NGA, 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 or Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2.
 - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When the Goods sought to be procured are not available from local suppliers; or
 - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *DENR-10 Conference Room, Puntod, Cagayan de Oro City* 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 *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 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 **BDS**.

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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**.

² 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.

- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty (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.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

- 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 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 may be. 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 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

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>[provide the definition or description of similar contracts].</i> b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>DENR-10 Puntod, Cagayan de Oro City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than ₱48,200.00 <i>[two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱120,700.00 <i>[five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.3	<i>Supply and Delivery of Security Services Requirement of Ten (10) Security Guards for DENR-10 Regional Office from January 01, 2023 to December 31, 2023</i>
20.2	<p><i>PADPAO certificate of membership; or</i> <i>PNP license to operate</i> <i>NTC Certificate of Registration (for telecom equipment)</i> <i>Current and valid Firearms license</i> <i>Certification from DOLE as duly registered contractor</i></p>
21.2	<i>None</i>

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 or specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>at DENR-X Puntod, Cagayan de Oro City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed.]</i> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description

	<p>Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>“Not Applicable”</i>
4	Inspection and test will be conducted upon delivery.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Supply of Security Services Requirement of Ten (10) Security Guards For DENR-10 Regional Office for CY 2023.	10	10	30 Calendar Days

Section VII. Technical Specifications

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>

Department of Environment and Natural Resources (DENR-10)
Puntod, Cagayan de Oro City

**TERMS OF REFERENCE FOR SECURITY SERVICES REQUIREMENT FOR CY-
2023**

The DENR Region 10 is a national government agency tasked, among others, to protect the environment and manage the natural resources of the Country. The DENR Regional Office¹⁰ (hereafter referred to as “DENR”) consists of about 500 officials and employees who report for work every day. It has a 2-storey main building and seven (7) annex buildings, including the EMB, the new Three (3) Storey building of MGB and the construction of the New DENR Two-Storey Executive Building situated in a lot area of around 24,759 square meters.

DENR, in its daily operations, needs to secure and protect its personnel, properties and facilities to ensure an uninterrupted, economical, effective and efficient delivery of services to its clients. Hence, it is necessary for the DENR to engage the services of a duly qualified and eligible security agency subject to the laws and regulations on the procurement of Security Services.

Accordingly, the DENR hereby promulgates the following Terms of Reference (TOR) for the supply/procurement of Security Services for a period of one (1) year with an ***Approved Budget for the Contract (ABC) in the amount of Two Million Four Hundred Fourteen Thousand Pesos (₱2,414,000.00)*** upon execution of the contract subject to semi-annual assessment/evaluation of the performance of the service provider/contractor based on the following criteria:

1. Qualification of Prospective Bidders (in addition to the minimum qualification set by RA 9184)
 - a. At least three (3) years of experience in providing security services as shown by either a PADPAO certificate of membership or PNP license to operate for the preceding three (3) years; and
 - b. Must have an existing Security Office within Cagayan de Oro City.
2. Obligations of the winning Security Agency hereafter referred to as “Agency”
 - a. Provide, assign and designate the ten (10) security guards to man the fixed and roving posts determined by the DENR under the following schedule:

Fixed:

 - on a 24 - hour basis, seven days a week Monday to Sunday including holidays
 - b. Provide additional number of guards/hours as maybe directed by DENR through a written notice under the same terms, conditions and rate of compensation set forth in the contract of service;
 - c. Deploy well trained and thoroughly screened regular (neither probationary nor trainee) security guards licensed by PNP-SOSIA, in proper uniform,

“physically and mentally fit” as supported by updated medical certificate and valid NBI clearance;

- d. Subject security guards to semestral drug, alcohol or other related tests from government accredited testing centers and submit results to Chief of the Administrative Division;
- e. Rotate quarterly the assigned security guards. Impose disciplinary measures on erring security personnel based on the validated complaints submitted and upon written request of the Chief, Administrative Division. Replacement/movement/termination of assigned security guard(s) should not be done or effected without prior written notice to the DENR at least one (1) week prior to the intended action of the Security Agency;
- f. Hold DENR free from any action or liability arising from any claims of the security guards and other personnel employed by the Security Agency for benefits under the Labor Code of the Philippines. Any increase in wage, social security contributions, or any similar payments as may be imposed by law or competent authority shall be paid upon showing of evidence of actual payment made to their employees. There shall be no employer-employee relationship between the DENR and the security guards and other personnel employed by the Security Agency;
- g. Be responsible for any loss or damage to DENR properties, provided that such properties are properly turned over to the agency or the guard on duty. Such loss or damage shall not include those caused by fortuitous events such as earthquakes, typhoon, war, rebellion, excluding strikes and pickets. For purposes of this TOR, “proper turn-over” shall mean a complete inventory of DENR properties per office provided at the outset, and all acquisitions thereafter;
- h. Secure a Certificate of Acceptability of Work from the Chief, Administrative Division or his authorized representative as a pre-requisite for payment;
- i. Ensure the payment of wages on a regular schedule every 15th and 30th of each month and other benefits in accordance with the existing wage law and provisions of the Labor Code and their implementing rules and regulations;
- j. Undertake jointly with DENR a complete inventory of properties turned-over to the Agency thirty (30) days prior to termination of the contract. Provided however that any amount of damages or property losses, as may be determined by DENR, shall be deducted from the collectible amount due to the Agency;
- k. Submit proof of compliance with legal requirements on the payment of salaries, remittances and taxes as a pre-requisite for payment;
- l. Free DENR from any liability from acts of its security guards which cause damage of whatever type to DENR employees and properties or to any third party and their properties;

- m. Maintain peace and order at all times within the DENR premises;
 - n. Fulfill other security-related tasks that may be assigned by the Chief, Administrative Division;
3. Scope and Limitation of the Responsibilities of DENR
- a. Process and effect payments of actual security services rendered within fifteen (15) working days from receipt of the billing statement;
 - b. Monitor attendance, payment of salaries, remittances, and taxes to the government as required by law;
 - c. Conduct inspection and require replacement of defective security tool/equipment by notifying the Agency;
 - d. Conduct quarterly performance evaluation to assess the quality of individual security guards and Agency performance and compliance with the terms and conditions of the contract;
 - e. Request for a replacement of any security guards, by notifying in writing the Agency.
4. Minimum requirement of supplies and equipment to be provided by the Agency in carrying out the proposed security services *within the contract period*:

PARTICULARS	MINIMUM REQUIREMENTS
High Frequency Handheld Radio (Must)	3 units
Motorcycle (Optional)	1 unit
Bicycle (Must)	3 units
Mirror (vehicle inspection) (Must)	1 unit
Luminous Traffic Vests with Hand Gloves (Must)	3 units
Metal Detectors (Must)	3 units
Side Arms (at least .38 cal.) with ammunition (Must)	3 units
Shotgun (Must)	3 units
Safety Helmet with Face Shield (Optional)	3 sets
Rechargeable Spotlight (Must)	3 units
Gas/Smoke Mask (Optional)	3 units
Fire Coat (Must)	10 units
Fire Boots (Must)	10 units
Handcuffs (Must)	3 sets
First Aid Kit (Must)	10 units
Tear Gas Spray (Must)	3 units
Night Stick and Whistle (Must)	3 units
Flashlights (Must)	3 units
Raincoats (Must)	10 units
Boots (Must)	10 units
Umbrellas (big) (Must)	10 units

Digital Camera (Must)	1 unit
Mega Phone (Must)	1 unit

5. DENR SECURITY GUARDS DEPLOYMENT

	POST ASSIGNMENT	1 st SHIFT	2nd SHIFT	3rd SHIFT	NO. OF GUARDS
1.	DENR-10 Compound	3	3	4	10
	Total Number of Guards	3	3	4	10

6. Complete Eligibility, Technical and Financial documentary requirements with table of contents, properly tab and pages duly signed by authorized official of the company.

6.1 Eligibility, Technical and Financial Documentary Requirements

6.1.1 Eligibility documents-

1. Class "A" documents:

6.1.1.1.1 PhilGEPS Certificate of Registration and Membership in Accordance with Section 8.5.2 of IRR, Except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PHILGEPS in accordance with section 37.4 of IRR.

6.1.1.1.2 Statement of all its ongoing and completed government and private contract including contracts awarded but not yet started, if any, whether similar in nature and complexity to the contract to be bid;

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the BDS.

The two statement required shall indicate for each contract the following;

- 6.1.1.1.2.1 name of the contract;
- 6.1.1.1.2.2 date of the contract;
- 6.1.1.1.2.3 contract duration;
- 6.1.1.1.2.4 owners name and address

- 6.1.1.1.2.5 Kinds of Goods;
- 6.1.1.1.2.6 For statement of Ongoing Contracts- amount of contract and value of outstanding contracts;
- 6.1.1.1.2.7 For statement of SLCC – amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement;
- 6.1.1.1.2.8 Date of delivery; and
- 6.1.1.1.2.9 End user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

6.1.1.1.3 NFCC computation in accordance with ITB Clause **Error! Reference source not found.**; and

2. Class “B” documents:

- 6.1.1.2.1 If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

6.1.2 Technical documents-

- 6.1.2.1.1 Bid security in accordance with ITB Clause **Error! Reference source not found.** If the Bidder opts to submit the bid security in the form of:

- 6.1.2.1.1.1 A cash/ manager’s check (payable to DENR Trust Fund)/ bank draft /guarantee or an irrevocable letter of credit issued by a Universal or Commercial Bank (2% of ABC or ₱48,200.00);

- a surety bond which shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments (5% of ABC or ₱120,700.00);

- 6.1.2.1.2 Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and

- 6.1.2.1.3 Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 to include: compliance with

existing laws, rules and regulations including but not limited to the following:

- (a) - Minimum wage
- (b) - SSS and ECC
- (c) - Medicare/Philhealth; and
- (d) - Pag-ibig

using the form prescribed in **Error! Reference source not found.**

6.1.3 Financial documents-

6.1.3.1.1 Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules including Monthly cost breakdown per security guard showing the amount due to institutions in accordance with ITB Clauses 15.1 and 15.4 and bidder's detailed financial proposal form;

6.1.3.1.2 (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, issued in accordance with ITB Clause 27, unless otherwise provided in the BDS and

6.1.3.1.3 Any other document related to the financial component of the bid as stated in the BDS

6.2 Additional Documentary Requirements for post qualification purposes

6.2.1 Latest Income Tax Returns filed through EFPS

6.2.2 Tax Clearance Certificate from BIR pursuant to E.O. 398, series of 2005

6.2.3 Certificate of Phil-GEPS Registration

6.2.4 Other licenses/Clearances such as but not limited to:

1. PNP License to Operate
2. PADPAO Clearance
3. NTC Certificate of Registration (for telecom equipment)
4. Current and valid Firearms license
5. Certification from DOLE as duly registered contractor

6.2.5 Equipment, Supplies and Materials requirements (TOR item 4)

6.2.6 Manpower requirements as per schedule of deployment of Security Guards (TOR item 5)

6.2.7 Company profile and track record for the past five (5) years, if applicable, highlighting the following information:

1. Year established and number of years in the service
 2. License/accreditation number
 3. Name of satisfied clients
 4. Number of years serving each client
 5. Number of security guards deployed in each client
 6. Area covered by contract in square meters as well as the corresponding description (office, factory, warehouse, hospital, bank etc.)
- 6.2.8 Security Plan including Investigation and Reporting Procedures
- 6.2.9 Continuing manpower development plan to enhance capability and upgrade skills of security guards, presenting pertinent training certificates
- 6.2.10 Certification for minimum qualifications of personnel stated in individual profiles including but not limited to the following:
1. Duly licensed security guards
 2. Of Legal Age and not more than 50 years old
 3. Two (2) years experience as security guards
- 6.2.11 Commendations or certificates of appreciation received, if any.
- 6.2.12 Statement of free services, supplies or equipment willing to be offered for free in addition to the minimum requirements set in the TOR, if any.
- 6.2.13 Statement of special gadget/equipment to be installed for free in addition to the minimum requirements set in the TOR, if any.
- 6.2.14 Energy and resource conservation measures or plan such as but not limited to:
1. Regular and Periodic checkup of the buildings and utilities (e.g. lights and water) to avoid wastage and other circumstances
 2. Reporting such leakages and wastage

***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).

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

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

