

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

*Procurement of Security Services for  
DepEd Central Office, DepEd Taguig  
City, DepEd Baguio Teacher's Camp,  
DepEd NEAP and DepEd Bagabag, Nueva  
Vizcaya*

*(Early Procurement Activity)*

Government of the Republic of the Philippines



**Central Security and Service Office (CSSO)**

**NOVEMBER 2022**

**2023-CSSO(001)-BI-CB-001**

**Sixth Edition  
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# Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations</b> .....	<b>3</b>
<b>Section I. Invitation to Bid</b> .....	<b>6</b>
<b>Section II. Instructions to Bidders</b> .....	<b>11</b>
1. Scope of Bid .....	12
2. Funding Information .....	12
3. Bidding Requirements .....	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	12
5. Eligible Bidders .....	12
6. Origin of Goods .....	14
7. Subcontracts .....	14
8. Pre-Bid Conference .....	14
9. Clarification and Amendment of Bidding Documents .....	14
10. Documents comprising the Bid: Eligibility and Technical Components .....	14
11. Documents comprising the Bid: Financial Component .....	14
12. Bid Prices .....	15
13. Bid and Payment Currencies .....	15
14. Bid Security .....	16
15. Sealing and Marking of Bids .....	16
16. Deadline for Submission of Bids .....	16
17. Opening and Preliminary Examination of Bids .....	16
18. Domestic Preference .....	17
19. Detailed Evaluation and Comparison of Bids .....	17
20. Post-Qualification .....	17
21. Signing of the Contract .....	17
<b>Section III. Bid Data Sheet</b> .....	<b>19</b>
<b>Section IV. General Conditions of Contract</b> .....	<b>26</b>
1. Scope of Contract .....	27
2. Advance Payment and Terms of Payment .....	27
3. Performance Security .....	27
4. Inspection and Tests .....	27
5. Warranty .....	28
6. Liability of the Supplier .....	28
<b>Section V. Special Conditions of Contract</b> .....	<b>29</b>
<b>Section VI. Schedule of Requirements</b> .....	<b>32</b>
<b>Section VII. Technical Specifications</b> .....	<b>49</b>
<b>Section VIII. Checklist of Technical and Financial Documents</b> .....	<b>51</b>

# ***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 Education  
Procurement Management Service

MAKING THE EDUCATION SYSTEM MORE EFFECTIVE AND EFFICIENT THROUGH THE NATIONAL EXPENDITURE PROGRAM (NEP) 2023 GASS

PROJECT NO.: 2023-CSSO(001)-BI-CB-001

INVITATION TO BID

FOR THE

**Procurement of Security Services for DepEd Central Office, DepEd Taguig City, DepEd Baguio Teacher's Camp, DepEd NEAP and DepEd Bagabag, Nueva Vizcaya**

1. The **Department of Education (DepEd)**, through the *Government of the Philippines (GOP) under the National Expenditure Program (NEP) 2023 GASS*, intends to apply the sum of **Philippine Pesos Seventy-Eight Million, Forty-Nine Thousand, Four Hundred Sixty-Nine and 34/100 (Php 78,049,469.34)**, being the ABC to payments under the contract for **Procurement of Security Services for DepEd Central Office, DepEd Taguig City, DepEd Baguio Teacher's Camp, DepEd NEAP and DepEd Bagabag, Nueva Vizcaya**.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **DepEd**, through the **Bids and Awards Committee (BAC) I**, now invites bids for the goods/services contemplated in this project and as detailed in the Schedule of Requirements and the table of Technical Specifications indicated in the bidding documents. Delivery of the Goods/Security Services shall be made by the Security Agency on a monthly basis for the period covering **Twelve (12) months**.

Prospective bidders should have completed, within **five (5) years** immediately preceding the deadline for the submission of bids, Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least fifty percent (50%) of the ABC of the lot bid for; OR, at least two (2) similar contracts and the total of the aggregated contract amount should be equivalent to at least fifty percent (50%) of the ABC of the lot bid for; and the largest of these similar contracts must be equivalent to at least twenty-five percent (25%) of the ABC of the lot to be bid. The contracts may come from different agencies/companies.

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.

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 **DepEd Procurement Management Service** at **Telephone Nos. 8636-6542 or 8633- 9343** and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:00am to 5:00pm.**
5. For those who are interested to purchase the Bidding Documents, two (2) options are made available, to wit:
  - a. A complete set of Bidding Documents may be acquired by interested Bidders from the **DepEd Procurement Management Service, Room M-511, 5th Floor, Mabini Building, DepEd Central Office Complex, Meralco Avenue, Pasig City**, upon accomplishing a bidder's information sheet and payment of a non-refundable fee for the Bidding Documents to the **DepEd Cashier**.

Payment in checks should be made payable to **DECS OSEC Trust**.

- b. Interested Bidders may signify their intent to purchase the Bidding Documents through email at [depedcentral.bacsecretariat@deped.gov.ph](mailto:depedcentral.bacsecretariat@deped.gov.ph) by accomplishing a bidder's information sheet (**Annex A**). Upon receipt of the bidder's information sheet, the BAC Secretariat Division will send through email the details of the DECS OSEC Trust Fund Account for payment. Upon payment, bidders may send through email the proof of payment before the deadline for submission of bids. Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the Bidding Documents.

Amount of Bidding Document shall be **Philippine Pesos Fifty Thousand and 00/100 (Php50,000.00)**.

6. **DepEd** will hold a pre-bid conference for this Project on **November 15, 2022, 9:00 A.M. at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat on or before **8:30 A.M. of November 29, 2022 at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**.

**Late bids shall not be accepted.**



8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 29, 2022, 9:00 AM at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

**For the purpose of constituting a quorum**, both the physical and virtual presence of the BAC members shall be considered pursuant to GPPB Resolution No. 09-2020.

10. The **DepEd** 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:

**Christa O. Nicolas**

Senior Technical Assistant II

Procurement Management Service - BAC Secretariat Division

Rm. M-511, 5th Floor, Mabini Bldg.

DepEd Central Office Complex Meralco Avenue, Pasig City

Telephone Nos. 8636-6542 or 8633-9343

Email address: [depedcentral.bacsecretariat@deped.gov.ph](mailto:depedcentral.bacsecretariat@deped.gov.ph)

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://notices.philgeps.gov.ph/>

[www.deped.gov.ph](http://www.deped.gov.ph)

*Date of Issuance of Bidding Documents: November 5, 2022.*

**SGD**

**Atty. KRISTIAN R. ABLAN, CESO I**

*Undersecretary and Chairperson*

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

## 1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd)**, through its **Central Security and Safety Office (CSSO)** wishes to receive Bids for the **Procurement of Security Services for DepEd Central Office, DepEd Taguig City, DepEd Baguio Teacher's Camp, DepEd NEAP and DepEd Bagabag, Nueva Vizcaya**, with identification number **2023-CSSO(001)-BI-CB-001**.

The Procurement Project (referred to herein as "Project") is composed of **One (1) Lot** the details of which are described in **Section VI (Schedule of Requirements)** and **Section VII (Technical Specifications)/Terms of Reference** of this bidding document.

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for GAA 2023 in the amount of **Philippine Pesos Seventy-Eight Million, Forty-Nine Thousand, Four Hundred Sixty-Nine and 34/100 (Php 78,049,469.34)**.

2.2. The source of funding is the National Expenditure Program (NEP) 2023 GASS.

## 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 completed, within a period of five (5) years immediately preceding the deadline for submission of bids, Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least fifty percent (50%) of the ABC of the lot bid for; OR have completed, within a period of five (5) years immediately preceding the deadline for submission of bids at least two (2) similar contracts and the total of the aggregated contract amount should be equivalent to at least fifty percent (50%) of the ABC of the lot/s bid for and the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above (i.e., 25% 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**

The Bidder may **NOT** subcontract portions of the Projects.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either through **videoconferencing/webcasting** as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within a period of **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered

separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications/Terms of Reference)**.
- 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/Terms of Reference)**.

### **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 **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 until **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 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 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 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 the lots, and evaluation will be undertaken on a per lot 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 lot shall be indicated in in **Section VI (Schedule of Requirements) and Section VII (Technical Specifications/Terms of Reference)**, although the ABCs of this lot is 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 the lot participated in by the prospective Bidder.
- 19.4. The Project 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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

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

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



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

# Bid Data Sheet

ITB Clause																
5.3	<p>For the purpose of the track-record requirement, contracts similar to the Project shall refer to <b>Provision of security services.</b></p> <p>For this purpose, the similar contract should have been completed within a period of <b>five (5) years</b> immediately preceding the deadline for the submission and receipt of bids.</p>															
7	<p><b>Subcontract</b></p> <p>Subcontracting is <b>NOT</b> allowed.</p>															
9	<p>Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>The Procuring Entity's address is:</p> <p style="margin-left: 40px;"><b>The Chairperson</b>  <i>Bids and Awards Committee (BAC) I</i>  <i>c/o Procurement Management Service-BAC Secretariat Division</i>  <i>Rm. M-511, 5th Floor, Mabini Bldg.</i>  <i>DepEd Central Office Complex Meralco Avenue, Pasig City</i>  <i>Telephone Nos. 8636-6542 or 8633-9343</i>  <i>Email address: depedcentral.bacsecretariat@deped.gov.ph</i></p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity's website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</p>															
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> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 10%;">Item/Lot</th> <th rowspan="2" style="width: 30%;">Description</th> <th rowspan="2" style="width: 15%;">Cost Breakdown of the Approved Budget for the Contract (ABC) Php</th> <th colspan="2" style="width: 45%;">Bid Security Form &amp; Amount (if other than Bid Securing Declaration)</th> </tr> <tr> <th style="width: 20%;">2% of ABC (if bid security is in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit)</th> <th style="width: 25%;">5% of ABC (if bid security is in Surety Bond)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td><b>Procurement of Security Services for DepEd Central Office, DepEd Taguig City, DepEd Baguio Teacher's Camp, DepEd NEAP and DepEd Bagabag, Nueva Vizcaya</b></td> <td style="text-align: center;">Php 78,049,469.34</td> <td style="text-align: center;">Php 1,560,989.39</td> <td style="text-align: center;">Php 3,902,473.47</td> </tr> </tbody> </table>				Item/Lot	Description	Cost Breakdown of the Approved Budget for the Contract (ABC) Php	Bid Security Form & Amount (if other than Bid Securing Declaration)		2% of ABC (if bid security is in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit)	5% of ABC (if bid security is in Surety Bond)	1	<b>Procurement of Security Services for DepEd Central Office, DepEd Taguig City, DepEd Baguio Teacher's Camp, DepEd NEAP and DepEd Bagabag, Nueva Vizcaya</b>	Php 78,049,469.34	Php 1,560,989.39	Php 3,902,473.47
Item/Lot	Description	Cost Breakdown of the Approved Budget for the Contract (ABC) Php	Bid Security Form & Amount (if other than Bid Securing Declaration)													
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14.2	<p>Bid Securities, other than a Bid Securing Declaration, shall be turned-over to the DepEd Cash Division for custody. The Bid Securing Declaration shall be for the custody of the BAC Secretariat.</p> <p>The Bid Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition or alteration affects any material information or feature of the document.</p>
15	<p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked <b>“ORIGINAL – TECHNICAL COMPONENT”</b>, and the original of their financial component in another sealed envelope marked <b>“ORIGINAL – FINANCIAL COMPONENT.”</b> In addition, the Bidders shall submit a copy of each of the Technical Component and the Financial Component (<b>hard and soft copy</b>) of their bids in separate envelopes, respectively. Then, the bidders shall seal and mark the original and the copies of their bids.</p> <p>Any discrepancy between the hard copy and soft copy shall be a ground for disqualification.</p> <p>Original copies of the Class “A” Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor’s Permit, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s) for Validation.</p> <p>To facilitate the receipt and classification of bid envelopes, <b>outer envelopes shall be color RED, inner envelope containing Technical Proposal shall be color Blue and inner envelope containing Financial Proposal shall be color Green.</b></p> <p>Post-qualification documents may be submitted during the bidding but this does not disqualify bidders who will not submit post-qualification documents during bid submission.</p> <p><b>Note: Each Bidder shall submit three (3) paper copies of its bid.</b></p> <p><b>Unsealed or unmarked bid envelopes, shall be rejected.</b> However, bid envelopes that are not properly sealed and marked as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p> <p><b>Online submission of bids is not allowed.</b></p>
19.5	<p>The computation of a prospective bidder’s NFCC must be at least equal to the ABC to be bid, calculated as follows:</p> <p style="text-align: center;"><i>NFCC – [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the lot or</i></p>

	<p style="text-align: center;"><i>aggregate of lots bid for.</i></p> <p>The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.</p> <p>For purposes of computing the foreign bidders’ NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards. (23.5.1.4a)</p> <p>If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten (10%) of the ABC of the lot/s bid for: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.</p> <p>In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the <b>LOCAL LEAD PARTNER</b> who must be of Filipino Nationality, <u>unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this project, in which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.</u></p> <p>For this purpose, the local lead partner shall be that person/organization/company identified in the Joint Venture Agreement or in the Letters of Intent (for potential JV partners) shown to have the controlling stakes in the JV.</p> <p>For easier reference, participating JVs or prospective JV partners must indicate in their JVAs or Letters of Intent the local lead partner appointed by them.</p>
20.2	<p>Within a non-extendible period of <b>five (5) calendar days</b> from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements:</p> <ul style="list-style-type: none"> <li>a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;</li> </ul> <p style="padding-left: 40px;">Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p style="padding-left: 40px;"><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p> <ul style="list-style-type: none"> <li>b. Other Document Requirements: <ul style="list-style-type: none"> <li>i. Valid and current regular (not provisional) License to Operate (LTO) a private security agency issued PNP</li> </ul> </li> </ul>

- ii. Certification of No Derogatory Records from PNP Civil Security Group Security Agency and Guard Supervision (SAGSD) or any appropriate PNP office
  - iii. Authenticated copy of PADPAO membership/registration
  - iv. SSS, Philhealth and Pag-ibig Clearance
  - v. Notarized list of security guards with license number and expiry date
  - vi. Notarized list of licensed firearms with complete description (Make, Type, Caliber, Serial Number, and License Number with expiry date)
  - vii. Notarized list of existing communication devices (type indicated) pursuant to National Telecommunication Commission's (NTC) License or Permit to Operate Radio Communication Facilities
  - viii. National Labor Relations Commission (NLRC) Clearance/Certification No Pending Case OR No Pending Case on Appeal within the past two (2) years
  - ix. A notarized Undertaking that the bidder complies with Labor Laws and Standards and other Social Legislation such as those of the DOLE, SSS, Philhealth, and Pag-ibig as specified under GPPB Circular No. 01-2008
  - x. A certification on its performance rating, which at the minimum must be satisfactory, for the security services contract from at least one of its most recent clients within the past three (3) years
- c. Other appropriate licenses and permits required by law and stated in this **BDS**.

During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:

- a. Documents to verify or support its Statement of On-going and/or Statement identifying its Completed Contracts which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.
- b. For validation purposes, original copy of Class "A" Eligibility documents must be submitted; and
- c. Original copies of the submitted technical and financial documents during bid opening.

In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class "A" documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

To facilitate post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, above requirements and other documents required in Section II. ITB 20.2.

The envelope shall be placed in a brown envelope and marked:

ITB 20.2 Documents

Name of Project: \_\_\_\_\_

Bid Opening Date: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.

In addition to the documentary requirements to be submitted during post-qualification as provided under ITB Clause 20.2 (a) to (b), the bidder having the Lowest Calculated Bid/s shall present one (1) sample/unit of the required equipment.

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

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

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

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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><b>Performance, Delivery and Documents</b></p> <p>The Security Agency shall render services for a period of <b>12 months</b>, which shall commence <b>a day after the receipt of Notice to Proceed (NTP) by the winning Security Agency or on January 1, 2023, whichever is earlier, provided that the GAA is passed into law before January 1, 2023.</b> Services to be rendered by the Security Agency shall be in accordance with the Scope of Services, the Minimum Requirements for Accreditation and Hiring, the Deployment Schedule, the Equipment Specifications and Requirements, and other requirements indicated in the Terms of Reference.</p> <p>Upon signing the Contract, the Security Agency is required to provide all the security personnel, as well as the tools and equipment, required under the Contract.</p> <p>The Deployment Schedules are attached hereto as Annexes “B-1” (Central Office), “B-2” (Taguig City), “B-3” (Baguio Teacher’s Camp and NEAP), and “B-4” (Bagabag, Nueva Vizcaya), while the Equipment Specifications and Requirements are attached as Annexes “C-1” (Central Office), “C-2” (Taguig City), “C-3”, (Baguio Teacher’s Camp and NEAP) and “C-4” (Bagabag, Nueva Vizcaya).</p> <p>For purposes of this Clause, the DepEd’s Representative at the Project Site shall be the <b>Central Security and Service Office (CSSO) through Dir. Robert M. Agustin, for the End-User Unit.</b></p> <p>In case the Security Agency encounters condition/s impeding timely performance of services required, it must promptly notify DepEd in writing of such conditions, and any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. The Service Provider must provide sufficient proof to support any request for work suspension and/or contract period extension.</p> <p><b>Incidental Services</b></p> <p>The Security Personnel must have completed In Service Refresher Seminar and Gun Safety Seminar and Annual Practical Shooting covered by Security Agency Provider.</p>
2.2	<p><b>Billing and Payment</b></p> <p>The Security Agency may bill DepEd on a monthly basis. Billings or requests for payment shall be supported by the following documents:</p> <ol style="list-style-type: none"> <li>i. Monthly Billing for security services rendered, (Collectable Monthly Basis) – every first week of the month direct payment to client bank account number thru LDAP – Land Bank of the Philippines</li> </ol>

	<ul style="list-style-type: none"> <li>ii. Monthly Service Invoice, in triplicate copies, indicating the breakdown and the total amount being collected;</li> <li>iii. Daily Time Records of Security Officers and Security Guards for the billing period;</li> <li>iv. Monthly Summary Accomplishment Report;</li> <li>v. Monthly Summary Payroll of Number of Security Posted and Number of Duty Hours rendered;</li> <li>vi. Table of Manning of Security Officers/Guards Daily and per Shift;</li> <li>vii. Photocopy of Security Service Contract with Certified True Copy; and</li> <li>viii. Monthly Daily Time Record (Biometrics Finger Scan)</li> </ul> <p>(NOTE: The Security Agency must furnish copy of the above-mentioned documents to DepEd Accounting, the End-user [Central Security and Safety Office], and the Contract Management Division of the Procurement Management Service, Central Office.</p>
3	<p><b>Performance Security</b></p> <p>The Performance Security shall be posted in favor of DepEd, and shall be forfeited in the event it is established that the Supplier is in default of any of its obligation under the contract. The Supplier shall be responsible for the extension of its performance security and/or renewal of its performance security whenever necessary and/ without need of prior notice or instruction from DepEd, to ensure that it is in force and effect for the whole duration of the contract delivery period.</p> <p>Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition or alteration affects any materials information or feature of the document.</p>

**DEPLOYMENT FOR SECURITY GUARDS****DEPED CENTRAL OFFICE**

<b>Posting Area</b>	<b>Day Shift (0600H- 1800H)</b>	<b>Night Shift (1800H- 0600H)</b>	<b>Total</b>
Main Entrance Gate	5	5	10
Main Exit Gate	2	2	4
Emergency Exit – Javier St.	2	2	4
Rizal Building. Lobby	1	1	2
Rizal Building. Office of the Secretary	1	1	2
Rizal Building. Office of the Undersecretaries	1	1	2
Rizal Building. Office of the Assistant Secretaries	1	1	2
Bonifacio Building. Right Wing	1	1	2
Bonifacio Building Left Wing	1	1	2
Bonifacio Building Roving Guard 1	1	1	2
Mabini Building Right Wing	1	1	2
Mabini Building Left Wing	1	1	2
Mabini Building Roving Guard 2	1	1	2
Teodora Alonzo Building	1	1	2
Dormitory D	1	1	2
Dormitory E	1	1	2
Parking Lot A	1	1	2
Parking Lot B	1	1	2
Parking Lot C – Power House System Division	1	1	2
Motorpool Area	1	1	2
Amphitheater, Canteen	1	1	2
Kasipagan Lot Area	1	1	2
Command Post Area	1	1	2
Detachment Commander	1	-	1
Assistant Detachment Commander	-	1	1
<b>Grand Total:</b>			<b>60</b>

**DEPED TAGUIG CITY**

<b>Posting Area</b>	<b>Day Shift (0600H-1800H)</b>	<b>Night Shift (1800H-0600H)</b>	<b>Total</b>
In-Charge Day Shift	1	0	1
In-Charge Night Shift	0	1	1
Penta Capital	1	1	2
Aerotech Warehouse	1	1	2
Sign Media	1	1	2
NCP	1	1	2
Roving Guard-1	1	1	2
Roving Guard-2	1	1	2
Perimeter Guard-1	1	1	2
Perimeter Guard-2	1	1	2
<b>Grand Total:</b>			<b>20</b>

**DEPED BAGUIO TEACHERS CAMP (BTC) and NATIONAL EDUCATORS  
ACADEMY OF THE PHILIPPINES**

<b>Posting Area</b>	<b>Day Shift (0600H- 1800H)</b>	<b>Night Shift (1800H- 0600H)</b>	<b>Total</b>
Detachment Commander	1	0	1
Assistant Detachment Commander	0	1	1
Leonard Wood Gate	2	2	4
South Drive Gate	2	2	4
Admin Building, Supply Building	2	2	4
Abada Hall, Cottage 201 to 212	2	2	4
Roxas Hall, Romulo Hall, Staff House	2	2	4
Benitez Hall, Textbook House	2	2	4
Hernandez Hall, Pages Hall, Quezon Hall	2	2	4
Quirino Hall, Magsaysay Hall	2	2	4
Recto Hall, Escoda Hall, Guesthouse 10	2	2	4
Roving Guard Area 1 & 2 (BTC Complex)	2	2	4
Executive Cottages, Supt. Quarters Main/Annex	2	2	4
Cottage 1 to 3, Cottage 101 to 107, BTC Museum	2	2	4
Albert Hall	1	1	2
NEAP	1	1	2
Guesthouse 4, 4A, 5 to 9, 11, 4B, 4C/D, and Overlooking Pedestrian Gate	3	3	6
<b>Grand Total:</b>			<b>60</b>

**DEPED BAGABAG NUEVA VIZCAYA FACILITY**

<b>Posting Area</b>	<b>Day Shift (0600H- 1800H)</b>	<b>Night Shift (1800H- 0600H)</b>	<b>Total</b>
In-Charge Day Shift	1	-	1
In-Charge Night Shift	-	1	1
Main Gate	2	2	4
Roving Guard 1 & 2	2	2	4
Perimeter I	1	1	2
Perimeter II	1	1	2
Perimeter III	1	1	2
Perimeter IV	1	1	2
Perimeter V	1	1	2
<b>Grand Total:</b>			<b>20</b>



## SUMMARY OF DEPLOYMENT OF SECURITY GUARDS PER SITE

<b>Site</b>	<b>Total Number</b>
Department of Education Central Office	60
DepEd Warehouse Facility Taguig City	20
Baguio Teacher's Camp (BTC) and National Educators Academy of the Philippines (NEAP)	60
DepEd Bagabag Nueva Vizcaya Facility	20
<b>TOTAL</b>	<b>160</b>

**EQUIPMENT REQUIREMENTS****DEPED CENTRAL OFFICE**

<b>Quantity</b>	<b>Items</b>
30 units	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output, including NiMH Battery Pack
20 units	Big Umbrella
30 units	Rapid/Quick Chargers (1hr Charging)
30 units	Spare Battery packs (Ni-MH)
30 units	.9mm Pistol with F.A. License, 14 rounder (2 magazines), 1000pcs. Ammo. and 1 Spare Magazine
60 units	Rain Coats
60 units	Rain Boots
20 units	Truncheons
20 units	Helmets
20 units	Shields
15 units	Metal Detectors
10 units	Emergency Lights/Lanterns, LED Chargeable
6 units	High Power Search Lights, LED Chargeable
10 units	Reflectorized Vest (for use of Blue Guard Traffic Enforcers)
5 units	Bullhorn with Siren (Mega Phone)
3 units	Under Chassis Mirror for Car inspection at the Main Gate
3 units	Caution Tape (Color Yellow, 500 meters per roll)
2 units	First Aid Medical Kit (PNRC) Set A Prescribed Kit
2 units	Digital Voice Recorder with 128 GB Micro SD
1 unit	Walk-through Metal Detector
1 unit	Steel Cabinet (4 layers) for Storage Security Equipment and Supplies
1 unit	VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mask with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1-unit Repeater Station (NCR Coverages)

1 unit	Shotgun 12 Gauge with 400 pcs. Ammos, 1 spare magazine with F.A. License
1 unit	DSLR Professional Digital Camera 26.2 Mega Pixels with 1 spare 128 GB Memory Card
1 unit	42" Smart TV with digital set-top box (black box) in good working condition to be used for monitoring
1 unit	Camcorder (Full-HD) with Charger and Spare Battery Pack
1 unit	Heavy Duty Xerox Machine with Documents and Picture Scanner
1 unit	Manual Typewriter
1 unit	Security Service Vehicle with Air-conditioning Unit and in roadworthy condition for Emergency Cases Purposes and Inspection of DepEd Security Detachment with 30 liters Fuel Reserve (Replaced by Security Agency after official use)
1 unit	Laptop i-7 Series, OS Windows 10 License
1 set	Desktop Computer i-7 series, OS Windows 10 with color inkjet printer and wireless Internet Broadband (Postpaid)
1 set	Public Address System, 500 watts R.M.S. DepEd Central Office Compound Coverages (Parking A, Parking B, Parking C, Motor pool, Bonifacio Building, and Mabini Building)
Various	Office Supplies

**DEPED TAGUIG CITY**

<b>Quantity</b>	<b>Items</b>
10 units	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output, including NiMH Battery Pack
10 units	Rapid/Quick Chargers (1hr Charging)
10 units	Spare Battery packs (Ni-MH)
2 units	Metal Detectors
20 units	Rain Coats
20 units	Rain Boots
10 units	Big Umbrella
10 units	.9mm Pistol with F.A. License, 14 rounder (2 magazines), 1000pcs. Ammo. and 1 Spare Magazine
1 unit	Motorcycle in good running condition and well-maintained 125 cc with sidecar and roof 10 liters fuel reserve (Roving Purposes)
7 units	Emergency Lights/Lanterns, LED Chargeable
7 units	High Power Search Lights, LED Chargeable
6 units	Shotgun 12 Gauge with 400 pcs. Ammos, 1 spare magazine with F.A. License
1 unit	Caution Tape (Color Yellow, 500 meters per roll)
1 unit	First Aid Medical Kit (PNRC) Set A Prescribed Kit
1 unit	Bullhorn with Siren (Mega Phone)
1 unit	Steel Cabinet (4 layers) for Storage Security Equipment and Supplies
1 unit	VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mast with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output (NCR Coverages)
1 set	Desktop Computer i-7 series, OS Windows 10 with color inkjet printer and wireless Internet Broadband (Postpaid)
Various	Office Supplies

**DEPED BAGUIO TEACHER'S CAMP (BTC)**

<b>Quantity</b>	<b>Items</b>
40 units	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output, including NiMH Battery Pack
40 units	Rapid/Quick Chargers (1hr Charging)
40 units	Spare Battery packs (Ni-MH)
80 units	Rain Coats
80 units	Rain Boots
40 units	.9mm Pistol with F.A. License, 14 rounder (2 magazines), 1000pcs. Ammo. and 1 Spare Magazine
40 units	Big Umbrella
10 units	Metal Detectors
20 units	Emergency Lights/Lanterns, LED Chargeable
6 units	High Power Search Lights, LED Chargeable
15 units	Reflectorized Vest (for use of Blue Guard Traffic Enforcers)
4 units	Shotgun 12 Gauge with 400 pcs. Ammos, 1 spare magazine with F.A. License
3 units	Under Chassis Mirror for Car inspection at the Main Gate
3 units	Caution Tape (Color Yellow, 500 meters per roll)
2 units	Bullhorn with Siren (Mega Phone)
2 units	First Aid Medical Kit (PNRC) Set A Prescribed Kit
2 units	Motorcycle in good running condition and well-maintained 125 cc with sidecar and roof 10 liters fuel reserve (Roving Purposes)
1 unit	Security Service Vehicle with Air-conditioning Unit and in roadworthy condition for Emergency Cases Purposes and Inspection of DepEd Security Detachment with 30 liters Fuel Reserve (Replaced by Security Agency after official use)
1 unit	Steel Cabinet (4 layers) for Storage Security Equipment and Supplies
1 unit	Camcorder (Full-HD) with Charger and Spare Battery Pack
1 unit	Digital Voice Recorder with 128 GB Micro SD
1 unit	Manual Typewriter
1 unit	VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mast with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1 unit Repeater Station (CAR Coverages)
1 unit	DSLR Professional Digital Camera 26.2 Mega Pixels with 1 spare 128 GB Memory Card
1 set	Desktop Computer i-7 series, OS Windows 10 with color inkjet printer and wireless Internet Broadband (Postpaid)

1 set	Public Address System, 500 watts R.M.S. Baguio Teacher's Camp Compound Coverages (in front of Benitez Hall, in front of Admin Office, in front of Recto Hall coverages)
Various	Office Supplies

**NATIONAL EDUCATORS ACADEMY OF THE  
PHILIPPINES (NEAP)**

Quantity	Items
1 unit	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output including NiMH Battery Pack
1 unit	.9mm Pistol with F.A. License, 14 rounder (2 magazines), 1000pcs. Ammo. and 1 Spare Magazine
1 unit	Emergency Lights/Lanterns, LED Chargeable
1 unit	Rapid/Quick Chargers (1hr Charging)
1 unit	First Aid Kit (PNRC) Set A Prescribed Kit
1 unit	Spare Battery packs (Ni-MH)
2 units	Rain Boots
2 units	Rain Coats
1 unit	Metal Detectors
2 units	Big Umbrella
Various	Office Supplies

**DEPED BAGABAG NUEVA VIZCAYA\***

<b>Quantity</b>	<b>Items</b>
10 units	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output, including NiMH Battery Pack
10 units	Rapid/Quick Chargers (1hr Charging)
10 units	Spare Battery packs (Ni-MH)
20 units	Rain Coats
20 units	Rain Boots
10 units	.9mm Pistol with F.A. License, 14 rounder (2 magazines), 1000pcs. Ammo. and 1 Spare Magazine6 –
10 units	Big Umbrella
10 units	Emergency Lights/Lanterns, LED Chargeable
10 units	High Power Search Light, LED Chargeable
4 units	Shotgun 12 Gauge with 400 pcs. Ammos, with 1 spare magazine with F.A. License
3 units	Caution Tape (Color Yellow, 500 meters per roll)
2 units	First Aid Medical Kit (PNRC) Set A Prescribed Kit
2 units	Metal Detectors
1 unit	Digital Voice Recorder, with 128 GB, Micro SD
1 unit	Under Chassis Mirror for Car inspection at the Main Gate
1 unit	Reflectorized Vest
2 units	Bullhorn with Siren (Mega Phone)
2 units	Motorcycle in good running condition and well-maintained 125 cc with sidecar and roof 10 liters fuel reserve (Roving Purposes)
1 unit	Steel Cabinet (4 layers) for Storage Security Equipment and Supplies
1 unit	Manual Typewriter
1 unit	VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mast with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1 unit Repeater Station (R II Coverages)
1 unit	DSLR Professional Digital Camera 26.2 Mega Pixels with 1 spare 128 GB Memory Card
1 set	Desktop Computer i-7 series, OS Windows 10 with colour inkjet printer wireless Internet Broadband (Post paid)



Various	Office Supplies
---------	-----------------

*\*Applicable items must be replaced once drained, became unserviceable, damaged, or broken*

*\*All Equipment requirements must be presented within 15 calendar days upon the issuance of Notice of Award. TLASbb*

## SUMMARY OF EQUIPMENT REQUIREMENTS

Equipment Requirement	DepEd Central Office	DepEd Taguig Warehouse Facility	Baguio Teacher's Camp (BTC)	DepEd Bagabag Nueva Vizcaya Facility	National Educators Academy of the Philippines (NEAP)*	Total	Please state: "Comply" or "Not Comply"
VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power output, including NiMH Battery Pack	30	10	30	10	1	<b>81</b>	
Spare Battery packs (Ni-MH)	30	10	30	10	1	<b>81</b>	
Rapid/Quick Chargers (1hr Charging)	30	10	30	10	1	<b>81</b>	
VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mask with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1-unit Repeater Station (NCR Coverages)	1	-	-	-	-	<b>1</b>	
VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Vari-Loop Antenna, 40 ft Mask with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1 unit Repeater Station (CAR Coverages)	-	-	1	-	-	<b>1</b>	
VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Vari-Loop Antenna, 40 ft Mask with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1 unit Repeater Station (R II Coverages)	-	-	-	1	-	<b>1</b>	
VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop	-	1	-	-	-	<b>1</b>	

Antenna, 40 ft Mast with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output (NCR Coverages)							
Metal Detectors	15	2	10	2	1	<b>30</b>	
Bullhorn with Siren (Mega Phone)	5	1	5	1	-	<b>12</b>	
42" Smart TV with digital set-top box (black box) in good working condition to be used for monitoring	1	-	-	-	-	<b>1</b>	
Shields	20	-	-	-	-	<b>20</b>	
Helmets	20	-	-	-	-	<b>20</b>	
Truncheons	20	-	-	-	-	<b>20</b>	
DSLR Professional Digital Camera 26.2 Mega Pixels with 1 spare 128 GB Memory Card	1	1	1	1	-	<b>4</b>	
Shotgun 12 Gauge with 400 pcs. Ammos, 1 spare magazine with F.A. license	1	6	4	4	-	<b>15</b>	
.9mm Pistol with F.A. License, 14 rounder (2 magazines), 1000pcs. Ammo. and 1 Spare Magazine	30	10	30	10	1	<b>81</b>	
Manual Typewriter	1	-	1	1	-	<b>3</b>	
Steel Cabinet (4 layers) for Storage Security Equipment and Supplies	1	1	1	1	-	<b>4</b>	
Rain Coats	60	20	60	20	2	<b>162</b>	
Rain Boots	60	20	60	20	2	<b>162</b>	
Reflectorized Vest (for use of Blue Guard Traffic Enforcers)	10	-	15	1	-	<b>26</b>	
Emergency Lights/Lanterns, LED Chargeable	10	7	20	10	1	<b>48</b>	
Big Umbrella	25	10	30	10	2	<b>77</b>	
Digital Voice Recorder with 128 GB Micro SD	2	-	1	1	-	<b>4</b>	
Office Supplies	1	1	1	1	1	<b>5</b>	
Desktop Computer	1	1	1	1	-	<b>4</b>	
Public Address System, 500 watts R.M.S. DepEd	1	-	-	-	-	<b>1</b>	

Central Office Compound Coverages (Parking A, Parking B, Motorpool, Bonifacio Building & Mabini Building)							
Public Address System, 500 watts R.M.S. Baguio Teachers Camp Compound Coverages (in front of Benitez Hall, in front of Admin Office, in front of Recto Hall coverages)	-	-	1	-	-	<b>1</b>	
Laptop i-7Seies, OS Windows 10 License	1	-	-	-	-	<b>1</b>	
Under Chassis Mirror for Car inspection at the Main Gate	3	-	3	1	-	<b>7</b>	
Heavy Duty Xerox Machine with Documents and Picture Scanner	1	-	-	-	-	<b>1</b>	
Walk-through Metal Detector	1	-	-	-	-	<b>1</b>	
High Power Search Lights, LED Chargeable	6	7	6	10	-	<b>29</b>	
First Aid Kit (PNRC) Set A Prescribed Kit	2	1	2	2	1	<b>8</b>	
Camcorder (Full-HD) with Charger and Spare Battery Pack	1	-	1	-	-	<b>2</b>	
Motorcycle in good running condition and well-maintained 125 cc with sidecar and roof 10 liters fuel reserve (Roving Purposes)	-	1	2	2	-	<b>5</b>	
Caution Tape (Color Yellow, 500 meters per roll)	3	1	3	3	-	<b>10</b>	
Security Service Vehicle with Air-conditioning Unit and in roadworthy condition for Emergency Cases Purposes and Inspection of DepEd Security Detachment with 30 liters Fuel Reserve (Replaced by Security Agency after official use)	1	-	1	-	-	<b>2</b>	
<b>Grand Total:</b>	<b>395</b>	<b>121</b>	<b>350</b>	<b>133</b>	<b>14</b>	<b>1,013</b>	

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

## **Schedule of Requirements**

The Project Sites are **DepEd Central Office, DepEd Taguig City Baguio Teacher's Camp and NEAP, DepEd Bagabag, Nueva Vizcaya.** The Project Duration is **Twelve (12) months.**

**Delivery of Service Period: a day after the receipt of Notice to Proceed (NTP) by the winning service provider or January 1, 2023, whichever comes earlier (provided the GAA is passed into law before January 1, 2023.**

### **DEPLOYMENT FOR SECURITY GUARDS**

#### **DEPED CENTRAL OFFICE**

<b>Posting Area</b>	<b>Day Shift (0600H- 1800H)</b>	<b>Night Shift (1800H- 0600H)</b>	<b>Total</b>
Main Entrance Gate	5	5	10
Main Exit Gate	2	2	4
Emergency Exit – Javier St.	2	2	4
Rizal Building. Lobby	1	1	2
Rizal Building. Office of the Secretary	1	1	2
Rizal Building. Office of the Undersecretaries	1	1	2
Rizal Building. Office of the Assistant Secretaries	1	1	2
Bonifacio Building. Right Wing	1	1	2
Bonifacio Building Left Wing	1	1	2
Bonifacio Building Roving Guard 1	1	1	2
Mabini Building Right Wing	1	1	2
Mabini Building Left Wing	1	1	2
Mabini Building Roving Guard 2	1	1	2
Teodora Alonzo Building	1	1	2
Dormitory D	1	1	2
Dormitory E	1	1	2
Parking Lot A	1	1	2
Parking Lot B	1	1	2
Parking Lot C – Power House System Division	1	1	2

Motorpool Area	1	1	2
Amphitheater, Canteen	1	1	2
Kasipagan Lot Area	1	1	2
Command Post Area	1	1	2
Detachment Commander	1	-	1
Assistant Detachment Commander	-	1	1
<b>Grand Total:</b>			<b>60</b>

**DEPED TAGUIG CITY**

<b>Posting Area</b>	<b>Day Shift (0600H- 1800H)</b>	<b>Night Shift (1800H- 0600H)</b>	<b>Total</b>
In-Charge Day Shift	1	0	1
In-Charge Night Shift	0	1	1
Penta Capital	1	1	2
Aerotech Warehouse	1	1	2
Sign Media	1	1	2
NCP	1	1	2
Roving Guard-1	1	1	2
Roving Guard-2	1	1	2
Perimeter Guard-1	1	1	2
Perimeter Guard-2	1	1	2
<b>Grand Total:</b>			<b>20</b>



**DEPED BAGUIO TEACHERS CAMP (BTC) and NATIONAL EDUCATORS  
ACADEMY OF THE PHILIPPINES**

<b>Posting Area</b>	<b>Day Shift (0600H- 1800H)</b>	<b>Night Shift (1800H- 0600H)</b>	<b>Total</b>
Detachment Commander	1	0	1
Assistant Detachment Commander	0	1	1
Leonard Wood Gate	2	2	4
South Drive Gate	2	2	4
Admin Building, Supply Building	2	2	4
Abada Hall, Cottage 201 to 212	2	2	4
Roxas Hall, Romulo Hall, Staff House	2	2	4
Benitez Hall, Textbook House	2	2	4
Hernandez Hall, Pages Hall, Quezon Hall	2	2	4
Quirino Hall, Magsaysay Hall	2	2	4
Recto Hall, Escoda Hall, Guesthouse 10	2	2	4
Roving Guard Area 1 & 2 (BTC Complex)	2	2	4
Executive Cottages, Supt. Quarters Main/Annex	2	2	4
Cottage 1 to 3, Cottage 101 to 107, BTC Museum	2	2	4
Albert Hall	1	1	2
NEAP	1	1	2
Guesthouse 4, 4A, 5 to 9, 11, 4B, 4C/D, and Overlooking Pedestrian Gate	3	3	6
<b>Grand Total:</b>			<b>60</b>

**DEPED BAGABAG NUEVA VIZCAYA FACILITY**

<b>Posting Area</b>	<b>Day Shift (0600H- 1800H)</b>	<b>Night Shift (1800H- 0600H)</b>	<b>Total</b>
In-Charge Day Shift	1	-	1
In-Charge Night Shift	-	1	1
Main Gate	2	2	4
Roving Guard 1 & 2	2	2	4
Perimeter I	1	1	2
Perimeter II	1	1	2
Perimeter III	1	1	2
Perimeter IV	1	1	2
Perimeter V	1	1	2
<b>Grand Total:</b>			<b>20</b>

**Statement of Compliance**

I/We have read and understood the requirements/scope of service/terms of reference and conditions stipulated herein and shall therefore comply to the conditions set forth in the Contract with respect to this **Section VI. Schedule of Requirements**, if our bid is considered for award.

---

Name and Signature of Bidder's Authorized Representative

***Section VII. Technical  
Specifications/ Terms of  
Reference***

# **Terms of Reference**

*See Annex “D” for the Terms of Reference and Annex “E” for the Qualification Standards*

***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);

#### Technical Documents

- (b) **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;
- (c) **Statement of the bidder's Single Largest Completed Contract (SLCC)** similar to the contract to be bid, except under conditions provided under the rules;
- (c) Original copy of **Bid Security**. If in the form of a **Surety Bond**, submit also a certification issued by the Insurance Commission; **or** an Original copy the of **Notarized Bid Securing Declaration**;
- (d) **Conformity with the Technical Specifications**, which may include **production/delivery schedule, manpower requirements, and/or after-sales/parts**, if applicable;
- (e) 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

- (f) The prospective bidder's **audited financial statements**, showing, among others, the prospective bidder'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**
- (g) Duly signed **Net Financial Contracting Capacity (NFCC) Computation**, which must be least the amount of ABC to be bid;  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### **Class “B” Documents**

- (h) 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.

*If a Joint Venture has been registered, a **Certificate of Registration issued by SEC** must be submitted prior to Contract, in **accordance with NPM No. 163-2015** provisions of the JVA in the instance that the bid is successful;*

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

- (i) *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.*
- (j) *Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.*

## **II. FINANCIAL COMPONENT ENVELOPE**

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

*Note: The bidder shall carefully review the above requirements and ensure compliance with the bidding documents issued by DepEd.*

*The bidders shall also include the Table of Contents and corresponding tabs/labels, and a complete and faithful digital copy of all submitted documents stored in two (2) USB/flash drives included in the Technical Component and Financial Envelopes, respectively, to help facilitate examination by the BAC.*

# **BIDDING FORMS**



**LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED *BUT NOT YET STARTED***

*Business Name* : \_\_\_\_\_

*Business Address* : \_\_\_\_\_

Name of Contract/ Project Cost	Owner's Name a. Address b. Telephone Nos.	Nature of Work	Bidder's Role		Date Awarded a. Date Started b. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: (In case of no ongoing contract, the bidder shall submit this duly signed form and indicate **“No ongoing contracts”** or **“None”** or **“Not Applicable (N/A)”** under the Column for Name of Contract (first column from left)

Submitted by: \_\_\_\_\_

Printed Name and Signature of Authorized

Representative Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT**

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed d. Contract Performance certified by End User
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: The bidder shall be able to support this statement with:

Duly signed Contracts/Purchase Orders (POs)/ Agreements/Memoranda of Agreement (MOA)/Notices of Award (NOA)/Job Orders or Notices to Proceed (NTP) with the corresponding

Certificates of Completion of Delivery (CCDs)/ Certificates of Final Acceptance (CFAs)/duly signed Delivery Receipts (DRs), or duly accomplished Inspection and Acceptance Reports (IARs)

Submitted by : \_\_\_\_\_

(Printed Name and Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

## Joint Venture Agreement Form

\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By  
and  
Between \_\_\_\_\_, of legal age,  (civil status) , owner/proprietor  
of  
\_\_\_\_\_ and a resident of \_\_\_\_\_.

- and -

\_\_\_\_\_, of legal age,  (civil status) , owner/proprietor  
of  
\_\_\_\_\_ and a resident of \_\_\_\_\_.

THAT both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the hereunder stated project to be conducted by the  (Name of the Procuring Entity) .

<i>NAME OF PROJECT</i>	CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that \_\_\_\_\_ and \_\_\_\_\_ own the share and interest of \_\_\_\_\_ and \_\_\_\_\_ [indicate percentage of shares) respectively

That both parties agree that \_\_\_\_\_ and/or \_\_\_\_\_ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_.

\_\_\_\_\_

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

REPUBLIC OF THE PHILIPPINES)  
PASIG CITY, METRO MANILA ) S. S.

A C K N O W L E D G M E N T

BEFORE ME, a Notary Public in and for Pasig City, Metro  
Manila,  
Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally  
appeared:

	GOVERNMENT-ISSUED IDENTIFICATION CARD		
<u>NAME</u>	<u>Number</u>	<u>Issued on</u>	<u>Issued at</u>
_____	_____	_____	_____
_____	_____	_____	_____

Known to me and to me known to be the same persons who  
executed the foregoing instrument and acknowledged to me that same is the  
free and voluntary act and deed of the entities which they respectively  
represent.

The foregoing instrument is a JOINT VENTURE AGREEMENT  
consisting of\_\_ pages (exclusive of attachments), including this page on  
which this acknowledgment is written and signed by the parties hereto  
and their instrument witnesses on the left hand margin of each and every  
page hereof.

WITNESS MY HAND AND SEAL on the date and place first above  
written.

NOTARY PUBLIC  
Until December 31, 20\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20 \_\_\_\_\_

## NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM

A. Summary of the Applicant Supplier's/ Distributor's/ Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from date of bid submission.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P \_\_\_\_\_

K = 15 regardless of contract duration

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or its duly accredited or authorized institution for the preceding year which should not be earlier than two (2) years from date of bid submission.

Submitted by:

\_\_\_\_\_  
Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized  
Representative Date : \_\_\_\_\_

*NOTE: If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.*

**Performance Securing Declaration (Revised)**

***[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]***

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

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]  
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

***[Jurat]***

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

## Performance Security (Bank Guarantee) Form

To : The Secretary  
Department of Education  
DepEd Complex, Meralco Avenue  
Pasig City

Attention: The Chairperson  
Bids and Awards Committee

WHEREAS, [insert name and address of Supplier] (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. [insert number] dated [insert date] to execute [insert name of contract and brief description] (hereinafter called the "Contract");

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

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

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

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

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

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_  
NAME OF BANK \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DATE \_\_\_\_\_

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if the bidder opts to provide this form of bid security]*

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

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

### **Jurat**

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



# Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_) S.S.

## AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examine all of the Bidding Documents;
  - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

Name and Signature of Bidder's  
Authorized Representative

\_\_\_\_\_  
*[Jurat]*  
*[Format shall be based on the Rules on Notarial Practice]*



Republic of Philippines  
**DEPARTMENT OF EDUCATION**

DepEd Complex, Meralco Avenue, Pasig City  
Trunk Line (02) 632-13-61, Website <http://www.deped.gov.ph>



**PROJECT:** Procurement of Security Services for DepEd Central Office, DepEd Taguig City, DepEd Baguio Teacher's Camp, DepEd NEAP and DepEd Bagabag, Nueva Vizcaya

**CONTRACT NO.:** 2023-CSSO(001)-BI-CB-001

**CONTRACT**

**THIS CONTRACT** made this \_\_\_\_ day of \_\_\_\_\_ **2022** in Pasig City, Philippines, by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, herein represented by its \_\_\_\_\_, \_\_\_\_\_, as per DepEd Order No. 023, s. 2021, hereinafter referred to as "**DEPED**"; and \_\_\_\_\_, located at \_\_\_\_\_, herein represented by its Authorized Representative, \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_".

**DEPED** and \_\_\_\_\_ are collectively called "**PARTIES.**"

**WHEREAS, DEPED** invited bids for the procurement of security services and received bids from \_\_\_\_ (\_\_\_\_) bidders; **DEPED** opened, read, and evaluated the bids and declared \_\_\_\_\_ as having the lowest calculated bid for the project; after evaluation, **DEPED** post-qualified and declared the bid of \_\_\_\_\_ as the lowest calculated responsive bid in the sum of **PHILIPPINE PESOS \_\_\_\_\_ MILLION, \_\_\_\_\_ HUNDRED \_\_\_\_\_ THOUSAND, \_\_\_\_\_ HUNDRED \_\_\_\_\_ and 00/100 (PhP \_\_\_\_\_) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Description	Quantity (Security Personnel)	Amount (in Php)
DepEd Central Office	60	
DepEd Baguio Teacher's Camp (BTC) & NEAP, Baguio City	60	
DepEd Taguig Facilities	20	
DepEd Bagabag, Nueva Vizcaya Facility	20	

**NOW, THEREFORE, PREMISES CONSIDERED**, the **PARTIES** hereby agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Contract, viz:
  - i. Philippine Bidding Documents (PBD);
    - a. Schedule of Requirements;
    - b. General and Special Conditions of the Contract; and
    - c. Terms of Reference.
  - ii. \_\_\_\_\_'s bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

's Witness

DEPED's Witness

Department of Education

- iii. Performance Security;
- iv. Notice of Award of Contract and \_\_\_\_\_'s conforme thereto; and
- v. Other contract documents required by existing laws and/or **DEPED** in the PBD. \_\_\_\_\_ agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution shall form part of the Contract.

3. \_\_\_\_\_ shall render services for a period of **12 months**, which shall commence **a day after the receipt of Notice to Proceed (NTP) by the winning Security Agency or on January 1, 2023, whichever is earlier, provided that the GAA is passed into law before January 1, 2023.**

4. \_\_\_\_\_ shall post a Performance Security within ten (10) calendar days from receipt of the Notice to Award in the form and amount prescribed therein. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that \_\_\_\_\_ is in default of any of its obligation under this contract. \_\_\_\_\_ undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the Contract and shall remain valid until completion of the services rendered.

5. The services to be rendered shall be in accordance with the Scope of Services, Minimum Requirements for Accreditation and Hiring, Deployment Schedule, Equipment Specifications and Requirements, and other requirements indicated in the Terms of Reference.

6. \_\_\_\_\_ shall render services at \_\_\_\_\_ in accordance with the Terms of Reference. Services rendered to sites other than \_\_\_\_\_ without **DEPED's** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel may be a cause for the termination of the Contract.

7. The Contract Price shall be paid to \_\_\_\_\_ on a monthly basis. Subject to Clause 2.2 of the Special Conditions of the Contract, billings or requests for payment shall be supported by the following documents:

- (i) Monthly Service Invoice, in triplicate copies, indicating the breakdown and total among being collected;
- (ii) Daily Time Records of Security Officers and Security Guards for the billing period;
- (iii) Monthly Summary Accomplishment Report;
- (iv) Monthly Summary Payroll of Number of Security Posted and Number of Duty Hours rendered;
- (v) Table of Manning of Security Officers/Guards Daily and per Shift;
- (vi) Photocopy of Security Service Contract with Certified True Copy; and,
- (vii) Monthly Daily Time Record (Biometrics Finger Scan).

8. In case \_\_\_\_\_ encounters condition(s) impeding timely completion of services, \_\_\_\_\_ shall promptly notify **DEPED** in writing of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. \_\_\_\_\_ must provide sufficient proof to support any request for work suspension and/or contract period extension.

9. \_\_\_\_\_ shall be liable for liquidated damages in case of breach of any provisions of this Contract to an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to \_\_\_\_\_, or collect from any of the securities posted by \_\_\_\_\_, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
10. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, the **PARTIES** may mutually agree in writing to resort to alternative modes of dispute resolution.

**IN WITNESS WHEREOF**, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

*SIGNED, SEALED AND DELIVERED BY:*

\_\_\_\_\_  
**Department of Education**

\_\_\_\_\_  
*Authorized Representative*  
 \_\_\_\_\_

*SIGNED IN THE PRESENCE OF:*

\_\_\_\_\_  
 DEPED's Witness

\_\_\_\_\_  
 \_\_\_\_\_'s Witness

*CERTIFIED FUNDS AVAILABLE:*

\_\_\_\_\_  
*Chief Accountant*

REPUBLIC OF THE PHILIPPINES)  
PASIG CITY, METRO MANILA ) S.S

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_, Philippines, this  
\_\_\_\_ day of \_\_\_\_\_ 2021 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**

*(Number, Issued On, Issued By)*

\_\_\_\_\_  
DEPED

\_\_\_\_\_  
*Authorized Representative*

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left-hand margin of each and every page hereof.

**WITNESS MY HAND AND SEAL** on the date and place first above written.

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 202\_\_.

**NOTARY PUBLIC**

# Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

---

## BID FORM

Date: \_\_\_\_\_

Project Identification No.: \_\_\_\_\_

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:*

Name and address of agent  
Amount and Purpose of Commission or gratuity  
Currency

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

*(if none, state "None") ]*

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

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

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

PBDs.

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_



(Bidder's Company Letterhead)

**PRICE SCHEDULE FORM**  
**DETAILED COMPUTATION/ COST**  
**DISTRIBUTION OF THE MINIMUM MONTHLY**  
**CONTRACT**  
**RATE PER GUARD PER LOCATION**

---

The DepEd estimate which is based on the minimum wage and allowances benefits required by law, shall be the major basis for determining the responsiveness of the bid of qualified bidders. Strictly follow the PADPAO computed rates Due the Guards and to the Government in the computation of the bid offers, while the bid offers on the Agency Fee (Administrative and Overhead Margin) shall be left to the decision of the bidder, subject to DOLE ORDER NO. 150-16.

\_\_\_\_\_  
**Name of Company (in print)**

\_\_\_\_\_  
**signature of Company Authorized Representative**

\_\_\_\_\_  
**Name & Designation (in print)**

\_\_\_\_\_  
**Date**

**COMPUTATION OF CONTRACT RATE PER GUARD PER MONTH  
FOR PURPOSES OF COMPUTING THE ABC**

**Twelve (12) Months**

<b><u>DEPED CENTRAL OFFICE</u></b> <i>(NCR-WO-23)</i>	
<b>Days worked per week</b>	
<b>No. of Days/year</b>	
<b>A. Amount Directly Due to Guard Per Month</b>	
New Daily Wage	
Average Pay/Month (DW x No. of days per year/12)	
Night Differential (Ave Pay/Month x 10% x 1/3) (x1/2)	
13th Month Pay (DW x 365/12/12)	
5 Days Incentive Leave (DW x 5/12)	
Uniform Allowance (RA 5487)	
COLA	
Overtime Pay	
<b>TOTAL SUM DIRECTLY TO GUARD</b>	
<b>B. Amount Due to Gov't. in Favor of Guard</b>	
Retirement Benefit - R.A. 7641 (DW x 22.5/12)	
SSS Premiums (January 2021)	
SSS Mandatory Provident Fund	
Philhealth Contribution (January 2022)	
State Insurance Fund	
Pag-ibig Fund	
<b>TOTAL AMOUNT DUE TO GOV'T. IN FAVOUR OF GUARD</b>	
<b>C. Total Amount Due to Guard and Government</b>	
<b>D. Agency Fee (Administrative Overhead &amp; Margin)</b>	
<b>E. VAT (Agency fee x 12% VAT-RMC-39-2007)</b>	
<b>F. Total Rate per Guard/Month</b>	
<b>G. Total No. of Guards Required</b>	
<b>H. Total No. of Cost/Month</b>	
<b>TOTAL BID PRICE (Per Province)</b>	

**COMPUTATION OF CONTRACT RATE PER GUARD PER MONTH FOR  
PURPOSES OF COMPUTING THE ABC  
Twelve (12) Months**

<b><u>BAGUIO TEACHERS CAMP and NEAP</u></b> <b><u>(CAR-WO-21)</u></b>	
<b>Days worked per week</b>	
<b>No. of Days/year</b>	
<b>A. Amount Directly Due to Guard Per Month</b>	
New Daily Wage	
Average Pay/Month (DW x No. of days per year/12)	
Night Differential (Ave Pay/Month x 10% x 1/3) (x1/2)	
13th Month Pay (DW x 365/12/12)	
5 Days Incentive Leave (DW x 5/12)	
Uniform Allowance (RA 5487)	
COLA	
Overtime Pay	
<b>TOTAL SUM DIRECTLY TO GUARD</b>	
<b>B. Amount Due to Gov't. in Favor of Guard</b>	
Retirement Benefit - R.A. 7641 (DW x 22.5/12)	
SSS Premiums (January 2021)	
SSS Mandatory Provident Fund	
Philhealth Contribution (January 2022)	
State Insurance Fund	
Pag-ibig Fund	
<b>TOTAL AMOUNT DUE TO GOV'T. IN FAVOUR OF GUARD</b>	
<b>C. Total Amount Due to Guard and Government</b>	
<b>D. Agency Fee (Administrative Overhead &amp; Margin)</b>	
<b>E. VAT (Agency fee x 12% VAT-RMC-39-2007)</b>	
<b>F. Total Rate per Guard/Month</b>	
<b>G. Total No. of Guards Required</b>	
<b>H. Total No. of Cost/Month</b>	
<b>TOTAL BID PRICE (Per Province)</b>	

**COMPUTATION OF CONTRACT RATE PER GUARD PER MONTH FOR  
PURPOSES OF COMPUTING THE ABC  
Twelve (12) Months**

<b><u>DEPED BAGABAG NUEVA VIZCAYA FACILITY</u></b> <i>(Region 2-WO-21)</i>	
<b>Days worked per week</b>	
<b>No. of Days/year</b>	
<b>A. Amount Directly Due to Guard Per Month</b>	
New Daily Wage	
Average Pay/Month (DW x No. of days per year/12)	
Night Differential (Ave Pay/Month x 10% x 1/3) (x1/2)	
13th Month Pay (DW x 365/12/12)	
5 Days Incentive Leave (DW x 5/12)	
Uniform Allowance (RA 5487)	
COLA	
Overtime Pay	
<b>TOTAL SUM DIRECTLY TO GUARD</b>	
<b>B. Amount Due to Gov't. in Favor of Guard</b>	
Retirement Benefit - R.A. 7641 (DW x 22.5/12)	
SSS Premiums (January 2021)	
SSS Mandatory Provident Fund	
Philhealth Contribution (January 2022)	
State Insurance Fund	
Pag-ibig Fund	
<b>TOTAL AMOUNT DUE TO GOV'T. IN FAVOUR OF GUARD</b>	
<b>C. Total Amount Due to Guard and Government</b>	
<b>D. Agency Fee (Administrative Overhead &amp; Margin)</b>	
<b>E. VAT (Agency fee x 12% VAT-RMC-39-2007)</b>	
<b>F. Total Rate per Guard/Month</b>	
<b>G. Total No. of Guards Required</b>	
<b>H. Total No. of Cost/Month</b>	
<b>TOTAL BID PRICE (Per Province)</b>	

**COMPUTATION OF CONTRACT RATE PER GUARD PER MONTH  
FOR PURPOSES OF COMPUTING THE ABC  
Twelve (12) Months**

<b><u>DEPED TAGUIG CITY</u></b> <i>(NCR-WO-23)</i>	
<b>Days worked per week</b>	
<b>No. of Days/year</b>	
<b>A. Amount Directly Due to Guard Per Month</b>	
New Daily Wage	
Average Pay/Month (DW x No. of days per year/12)	
Night Differential (Ave Pay/Month x 10% x 1/3) (x1/2)	
13th Month Pay (DW x 365/12/12)	
5 Days Incentive Leave (DW x 5/12)	
Uniform Allowance (RA 5487)	
COLA	
Overtime Pay	
<b>TOTAL SUM DIRECTLY TO GUARD</b>	
<b>B. Amount Due to Gov't. in Favor of Guard</b>	
Retirement Benefit - R.A. 7641 (DW x 22.5/12)	
SSS Premiums (January 2021)	
SSS Mandatory Provident Fund	
Philhealth Contribution (January 2022)	
State Insurance Fund	
Pag-ibig Fund	
<b>TOTAL AMOUNT DUE TO GOV'T. IN FAVOUR OF GUARD</b>	
<b>C. Total Amount Due to Guard and Government</b>	
<b>D. Agency Fee (Administrative Overhead &amp; Margin)</b>	
<b>E. VAT (Agency fee x 12% VAT-RMC-39-2007)</b>	
<b>F. Total Rate per Guard/Month</b>	
<b>G. Total No. of Guards Required</b>	
<b>H. Total No. of Cost/Month</b>	
<b>TOTAL BID PRICE (Per Province)</b>	

## Performance Security (Bank Guarantee) Form

To : The Secretary  
Department of  
Education  
DepEd Complex, Meralco  
Avenue Pasig City

Attention: The Chairperson  
Bids and Awards Committee

WHEREAS, *[insert name and address of Supplier]* (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. *[insert number]* dated *[insert date]* to execute *[insert name of contract and brief description]* (hereinafter called the "Contract");

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

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

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

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

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

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_  
NAME OF BANK \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DATE \_\_\_\_\_

## Bank Guarantee Form for Advance Payment

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To: [name and address of PROCURING ENTITY][name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

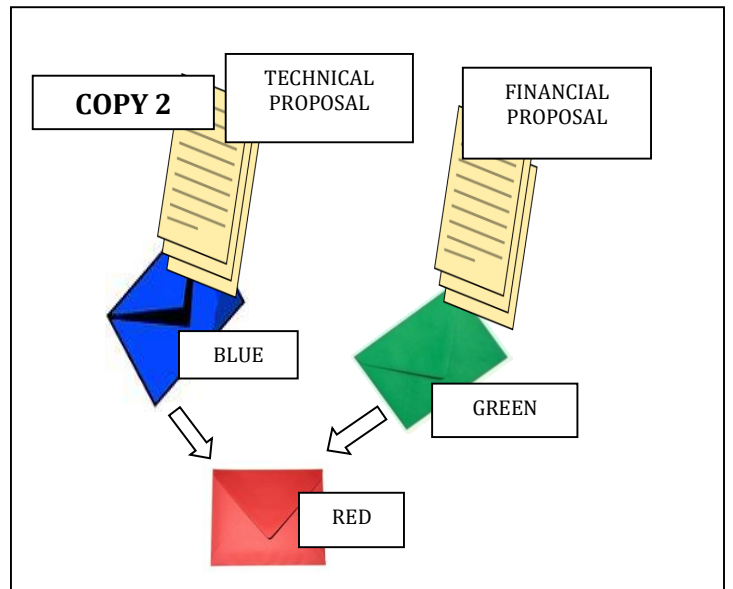
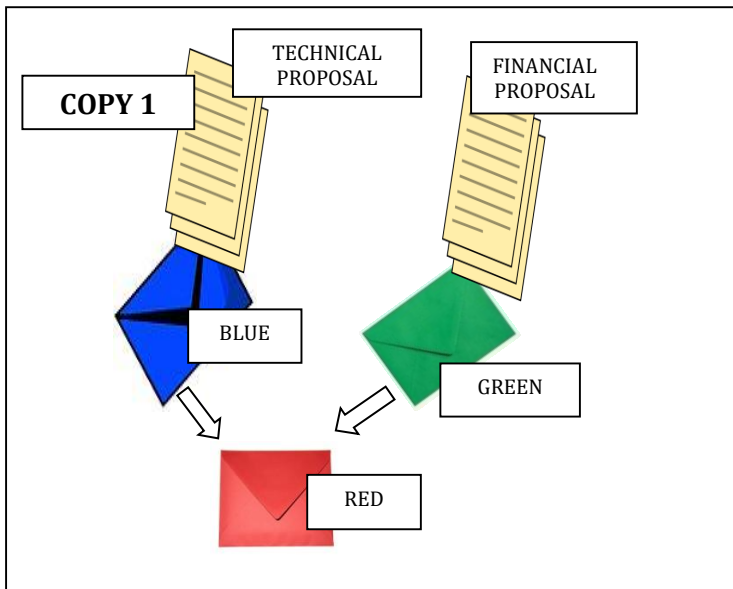
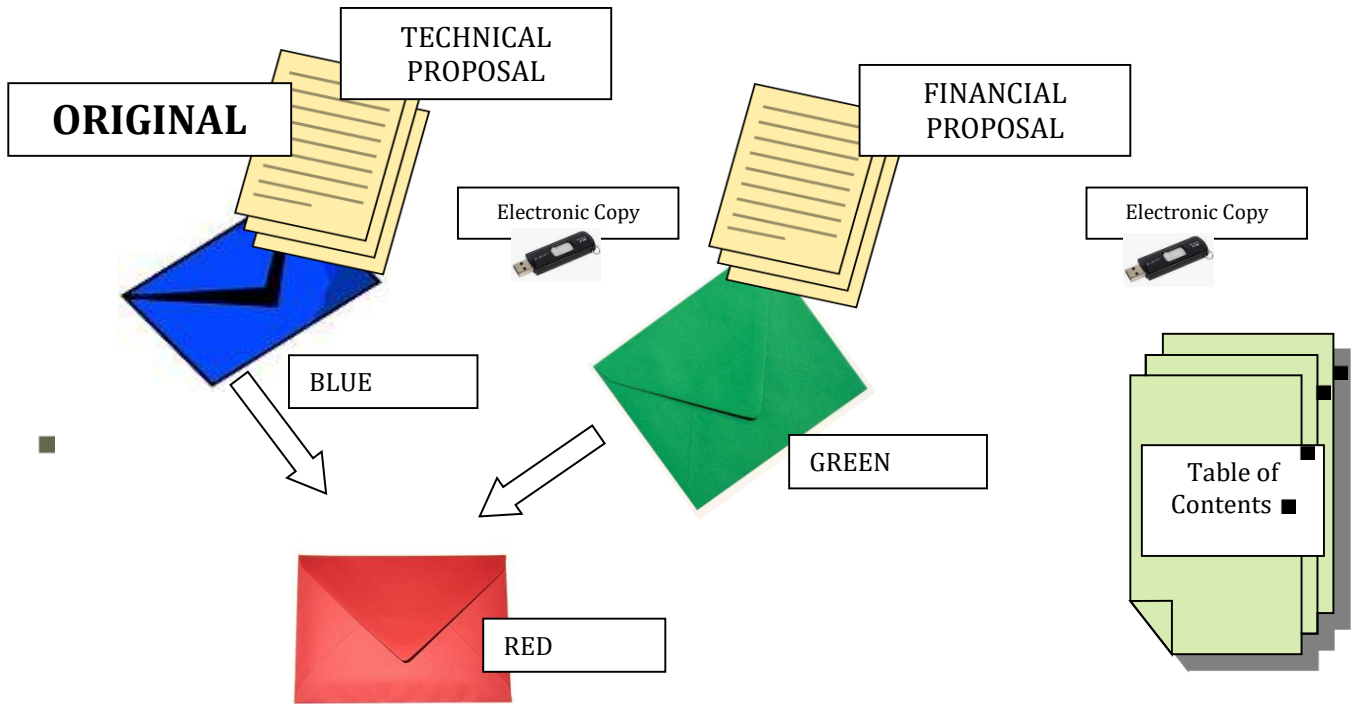
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

# SEALING AND MARKING OF BIDS





ORIGINAL / COPY NO. \_\_\_\_\_

[BIDDER'S COMPANY NAME]

[COMPANY'S OFFICE ADDRESS]

PUBLIC BIDDING: [PROJECT TITLE]

BIDDING FOR \_\_[no.]\_\_: \_\_[item description]\_\_ (if applicable)

THE CHAIRPERSON  
BIDS AND AWARDS COMMITTEE  
DEPARTMENT OF EDUCATION CENTRAL  
OFFICE  
[VENUE OF BID OPENING]

***DO NOT OPEN BEFORE [TIME AND DATE OF BID OPENING]***

Republic of the Philippines



Government Procurement Policy Board