



DEPARTMENT OF ENERGY

(Kagawaran ng Enerhiya)

Procurement Management Division

3F DOE Main Bldg., Energy Center, Rizal Drive Bonifacio

Global City, Taguig City, Philippines 1632

Telephone No.: (02) 3479-2900 local 383

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BIDDING DOCUMENTS

EARLY PROCUREMENT ACTIVITY FOR THE DOE - MINDANAO ANNUAL SECURITY SERVICES FOR DOE

(Purchase Request No. 02-0101-2022-EP-0008)

**6th Edition
July 2020**

Section I. Invitation to Bid



INVITATION TO BID FOR THE EARLY PROCUREMENT FOR THE DOE - MINDANAO ANNUAL SECURITY SERVICES FOR CY 2022

1. The **Department of Energy (DOE)** is undertaking this procurement under the *Guidelines for the Implementation of Early Procurement Activities (EPA) for Early Procurement of DOE - Mindanao Annual Security Services*, intends to apply the sum of Php1,142,000.00 that will be sourced from the GAA for FY 2022, being the Approved Budget for the Contract (ABC) to payments under the contract for Purchase Request No. 02-0101-2022-EP-0008 Bids received in excess of the ABC shall be automatically rejected at bid opening. The award of the contract is subject to the effectivity of GAA for FY 2022 and the issuance of the corresponding allotment release order.
2. The DOE now invites bids for the *Early Procurement of DOE - Mindanao Annual Security Services*. Delivery of the Goods and Services is required fifteen (15) Calendar days upon receipt of Notice to Proceed. Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Under GPPB Resolution No. 09-2020, due to logistical constraint brought about by the public safety emergency, the bidder may submit alternate eligibility documents such as, Expired Business/Mayor's permit with proof and/or receipt of renewal, unnotarized Omnibus Sworn Statement and Bid Securing Declaration form, the said submission is conditioned that the winning bidder shall replace such submission with the proper required documents, otherwise, the corresponding payment will not be processed. The Performance Securing Declaration is acceptable subject to the conditions set forth under the above resolution.

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 5183.

4. Interested bidders may obtain further information from **Department of Energy – Procurement Management Division** and inspect the Bidding Documents at the address given below during **office hours from Mondays to Fridays 8:00am to 3:00pm**.

**Procurement Management Division
Department of Energy
3F DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632**

Considering the COVID -19 situation, the DOE only accepts **payment for the bid documents through bank payment (Landbank of the Philippines):**

Payment for	:	Bidding Documents for [Item to be Bidded]
Payee Account Name	:	DOE Trust Fund
Account Number	:	0052-1155-58
Swift Code	:	TLBPPHMM
Beneficiary Address	:	Department of Energy, Energy Center, BGC, Taguig City

Copy of the payment receipt must be emailed to:

Jaymee Joy A. Deogracias:

bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph

For pre-bid conference purposes, the bid documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity. The bidder shall pay the Bidding Documents not later than the submission of their bids.

With the current COVID-19 community quarantine measures, bidders are encouraged to download a copy of the Bid Documents for pre-bid conference purposes instead of physically securing a hard copy at the DOE-BAC Secretariat office.

5. A complete set of Bidding Documents may be acquired by interested Bidders on 18 November 2021 from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184, in the amount of Php1,200.00
6. The Department of Energy will hold a Pre-Bid Conference on 25 November 2021 through video conferencing which will start at 1:00 PM at DOE BAC Main Office. The bidders are required to submit the following information through bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph:
 1. Complete name of the authorized company representative who will participate in the Pre-Bid Conference. Complete company Name, address and contact details;
 2. Active email addresses where the invitation/link will be sent; and
 3. Indicate the item/s the company would like to participate

Deadline of submission of information is on or before 24 November 2021. Video conferencing will be through MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 2:00 PM of 09 December 2021 or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or before 2:00 PM of 09 December 2021. Online submission is not yet available. Late bids shall not be accepted.

**Procurement Management Division
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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 09 December 2021 at 2:30 PM, DOE – Audio Visual Room, DOE-Main Building. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Department of Energy
DOE Main Building, Energy Center,
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Due to community quarantine measures, only one representative is allowed to attend the bid opening and will be required to follow the DOE Protocol for Visitors; compliance to social distancing, wearing of masks, body temperature screening, filling up of self-screening form which must be filled-up prior to the arrival at DOE (the form can be downloaded at the DOE website). Visitors who show signs of COVID-19 related symptoms such as, cough, flu, fever, high body temperature, sneezing are advised not to proceed to DOE since they will not be allowed to enter the DOE compound. Virtual participation of the opening bids for Bidders can be witnessed through the MS Teams platform.

10. To minimize errors in the preparation of bids, bidders are strongly enjoined to send the person or representative actually preparing their bids to attend/participate in the Pre-bid Conference. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids.

Official communication or notification shall be sent through the official email provided by the suppliers and are considered official and duly received by the supplier even without confirmation of such receipt.

11. The Department of Energy (DOE) 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.

12. For further information, please refer to:

Jaymee Joy A. Deogracias

Procurement Management Division

3F DOE Main Bldg., Energy Center,

Rizal Drive Bonifacio Global City,

Taguig City, Philippines 1632

Email address: bacsecretariat@doe.gov.ph

Telephone/Facsimile: (02) 3479-2900 local 383 (02) 8541-4105

Website: www.doe.gov.ph

(sgd)

Usec. ROBERTO B. UY
Chairperson
Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Energy wishes to receive bids for the Early Procurement of DOE - Mindanao Annual Security Services under PR No. 02-0101-2022-EP-0008.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for GAA CY2022 in the amount of Php1,142,000.00

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 limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing 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 two (2) years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in: 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 06 April 2022. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB Clause 14** shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as One (1) Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Provision of facility/corporate/institutional security service b. completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting no allowed
10.1	Brochures of products /description or writeup of services being offered is part of the post qualification documentary requirement
12	The price of the Goods shall be quoted DDP – Department of Energy, Taguig City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration (Annex C), or any of the following forms and amounts: <ul style="list-style-type: none"> a. not less than Php22,840,.00 if the Bid Security is in the form of cash, cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit or b. Not less than Php57,100.00 if the Bid Security is in the form of Security Bond
15.	Each Bidder shall submit one (1) original and four (4) copies of the first and second components of its bid.
20.2	No further Instructions

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Department of Energy, Taguig City. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are Department of Energy, Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: Mr. Nilo J. Geroche, Director MFO.</p> <p>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p>[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is [indicate name(s)].</p>

Packaging

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

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

Transportation

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers, risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

	Intellectual Property Rights –
C	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	<p>The terms of payment shall be as follows:</p> <p>Monthly progress billing based on the actual services rendered as certified by the end-user, issuance of end-user's acceptance certificate and submission of complete documents. Payment is through Check or List of Due and Demandable Accounts Payable - Advice to Debit Account (LDDAP-ADA) and subject to usual government budgeting, auditing and accounting procedures.</p>
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	No further instruction

Section VI. Schedule of Requirements

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

	Description	Quantity	
Item 1	Early Procurement of DOE - Mindanao Annual Security Services.	1 Lot	Fifteen (15) calendar days upon receipt of Notice to Proceed

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

Terms of Reference/Specifications	
CY2022 CONTRACT ON MFO SECURITY SERVICES ABC: PhP1,142,000.00	Bidder's Compliance

TERMS OF REFERENCE (TOR)
CY 2022 SECURITY SERVICES CONTRACT
Mindanao Field Office

3rd & 4th Floor Tolentino 2020 Building, Candelaria Avenue,
Ecoland, Matina, Davao City

I. GENERAL OBJECTIVE

The Department of Energy (DOE), as **CLIENT**, is looking for a responsible and duly licensed **CONTRACTOR**, a security agency which is a member of good standing of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) to provide the security requirements of the **CLIENT**'s Mindanao Field Office 3rd & 4th Floor Tolentino 2020 Building, Candelaria Avenue, Ecoland, Matina, Davao City, and the DOE-MFO storage facility located at Purok 5, Bankas Heights, Toril, Davao City, and on outside areas/sites where **CLIENT** shall hold official activities, e.g., exhibits, outside meetings/celebrations and the likes.

The SECURITY AGENCY, hereinafter referred to as "**CONTRACTOR**", agrees to perform the work described in the Contract as an independent security service provider and not as a Sub-contractor, agent, or associate of **CLIENT**. **CLIENT** agrees to use the security personnel employed by **CONTRACTOR**, and **CONTRACTOR** agrees to furnish such number of security personnel as may be required by **CLIENT** (See Attachment B: Area of Responsibility, Guard Posting and Location Map).

Assignment and Subcontracting

This Contract shall not be assigned or subcontracted by **CONTRACTOR** either in whole or in part.

Confidentiality of Proprietary Data and Information

All information and data, regardless of form, that is received from **CLIENT** shall be treated as confidential by **CONTRACTOR**, whether it is or is not labeled as confidential, and **CONTRACTOR** shall take all precautions necessary to prevent disclosure of such information or data verbally or in writing to others except upon the expressed written approval of **CLIENT**. Any third party to whom **CONTRACTOR** is authorized to provide such information or data shall be required, as a condition of receiving such information, to execute a Confidentiality Agreement suitable to **CLIENT**. Without

the prior written approval of **CLIENT**, **CONTRACTOR** shall not use for any purpose other than the performance of the work contemplated by this Contract any information or document received from **CLIENT**.

e. **CONTRACTOR'S Qualifications**

- e. 1. **CONTRACTOR** must be duly licensed in accordance with RA 5487 and its IRR of CY 2003 governing the security industry prior to submitting a bid proposal. **CONTRACTOR** must show the ability to provide and maintain administrative, operational, and logistical support for **CLIENT**.

- e.2. **CONTRACTOR** must be a well-organized security agency that offers its services within the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) standards and rates. **CONTRACTOR** must be able to compensate its guards in accordance with the DOLE minimum wage mandate or above; and has substantial capitalization that enables it to provide good and quality services to the clientele. It must have at least the following minimum requirements:

e.2.1. Company Organization (This includes the names of Company officers and Board of Directors, and Table of Organization).

e. **2.2. Regular License to Operate (LTO)** - the Agency must have or a holder of a valid License to Operate.

e. **2.3. Government required benefits compliance** - regular remittances of monthly premiums for SSS, EC, PAG-IBIG, and PHILHEALTH benefits contributions. Proof of remittances should be attached to the billings.

e.3 Track Record References

The **CONTRACTOR** shall provide at least three (3) local client references whose facilities are comparable in size, profile and security services

hours to **CLIENT** as described herein. The information that is to be included for each reference is the site description and address, the **CONTRACTOR'S** length of service at the location, number of weekly hours provided, and a contact name with job title and telephone number. Also, include two (2) references of former accounts.

II. GENERAL REQUIREMENT

- a. The **CONTRACTOR** shall preferably local from Davao City for easy coordination/facilitation, specifically during temporary replacement of guards and maintenance of relevant security equipment.

III. SCOPE OF WORK

- a. Secure and protect **CLIENT'S** main office premises and properties including leased office areas at Mindanao Field Office 3rd & 4th Floor Tolentino 2020 Building, Candelaria Avenue, Ecoland, Matina, Davao City, and the DOE-MFO storage facility located at Purok 5, Bankas Heights, Toril, Davao City and outside areas where **CLIENT** is holding official activities, e.g., exhibits, outside meetings/celebrations and the likes from sabotage, burglary, robbery, arson, vandalism, destruction, damage, trespassing, imminent threats like rallies, bombing and other similar unlawful acts.
- b. Provide all assistance in case of emergencies, e.g., fires, typhoons, earthquakes and other natural calamities that might occur at **CLIENT'S** premises, leased offices and/or where **CLIENT** is holding official activities.
- c. Provide additional security manpower at the main office premises during situations like big rallies, official visit of foreign dignitaries and/or high-ranking government officials, and during holding of special activities with big numbers of attendees like DOE anniversaries and general assemblies, official meetings, and the likes as required.
- d. Protect the limbs and lives of **CLIENT'S** officials, employees, contracted personnel, consultants, and contracted workers including guests, visitors, clients/suppliers, and other personnel within **CLIENT'S**

<p>premises and leased office areas and at other areas where CLIENT is holding official activities, e.g., exhibits, outside meetings/celebrations and the likes.</p> <ul style="list-style-type: none"> e. Access control of "walk-in" visitors/clients going to and/or transacting business with CLIENT'S offices entering the Mindanao Field Office 3rd & 4th Floor Tolentino 2020 Building, as well as the DOE-MFO storage facility located at Purok 5, Bankas Heights, Toril, Davao City for the same purpose. f. Conduct of roving patrols to detect security and safety threats as well as identification of unsafe and unsanitary/unhygienic practices and areas. g. Conduct general security survey of CLIENT'S premises once a year and/or as necessary to assess the security and safety measures being implemented. h. Report and investigate theft/lost items, pilferage and similar incidents within CLIENT'S premises and in areas where CLIENT is holding official functions. i. Enforce security inspections and related activities in accordance with the agreed tasking indicated in the Mindanao Field Office 3rd & 4th Floor Tolentino 2020 Building, Candelaria Avenue, Ecoland, Matina, Davao City, and the DOE-MFO storage facility located at Purok 5, Bankas Heights, Toril, Davao City. j. Conduct daily posts inspection particularly during night shift and holidays, a report of which shall be submitted to CLIENT every 8:00 A.M. of the next day. k. Conduct and submit a security assessment report of the assigned areas of responsibility on a quarterly basis. l. Submit semi-monthly duty schedule, monthly detachment manpower and equipment inventory, and incident/investigation reports within 24 hours of such incidents. m. Conduct training activities based on required topics and schedules. n. Implement and enforce all other DOE security and safety policies that may be promulgated. 	
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IV. STANDARDS OF WORK

a. General Standards

All services shall be performed with the highest standard of security contract performance, as typified by the standards customary to government offices, and in accordance with all national and local laws. **CONTRACTOR** will be responsible for ensuring its security personnel is familiar with and accomplishes the functions and tasks as outlined in Annex "C", Eleven (11) General Orders for Security Professionals and does so in a manner consistent with the behavior expected of all associates of **CLIENT**.

a.1. Storage and Security of Equipment and Supplies

CONTRACTOR shall have full responsibility for storing equipment and supplies used in connection with the work. Storage space will be provided by **CLIENT** as available.

a.2. Inspection

CLIENT contemplates, and **CONTRACTOR** hereby agrees to, a thorough minute inspection by **CLIENT'S** Designated Security and Safety Officer or his/her representative or other agent of **CLIENT** of all work and equipment furnished under this Terms of Reference.

a. 3. Health and Safety

a.3.1. **CONTRACTOR** shall observe all national and local laws and regulations pertaining to health and safety.

a.3.2. **CONTRACTOR** shall take all precautions necessary and shall be responsible for the safety of all works to be performed by its security personnel assigned at **CLIENT'S** premises. **CONTRACTOR** shall not require any person employed in the performance of the contract to work in conditions which are unsanitary, hazardous, or dangerous to his or her health or safety as determined and provided under the Occupational Safety and Health Standards (OSHS), as amended, promulgated by the Department of Labor and

Employment.

a.3.3. The importance of safety of all workers shall be recognized and accident prevention shall be an integral part of **CONTRACTOR'S** operations. **CONTRACTOR** shall conduct the work in a safe and practical manner, in conformance with the safety and health standards made applicable to the work by national and local laws.

b. Recruitment and Hiring Process

b. 1. **CONTRACTOR** should submit the established hiring process

policy. Each security personnel assigned to duty at **CLIENT'S** site is required to be or to have at least:

b.1.1. Licensed for performance of security services, as required by RA 5487 and its CY 2003 IRR.

b.1.2. Completed the basic pre-licensing training course prescribed by the law from duly recognized training course and training institution.

b.1.3. A valid driver's license or picture identification card.

b.1.4. Freedom from any judgment of incompetence by any court for mental defect or disease.

b.1.5. Filipino citizen.

b.1.6. Ability to read, write, speak, and understand the Filipino/English language to the extent of giving and understanding written orders and verbal instructions, and being capable of composing reports which convey complete, clear, accurate, credible and timely information.

b.1.7. Physically fit and without any physical deformities;

b.1.8. Not color blind;

- b.1.9. Have no record or case of nervous breakdown or psychiatric impairment. **CONTRACTOR** shall submit the latest Neuro-Psychiatric Test Result of the guard for evaluation by **CLIENT'S** Chief Security and Safety Officer (CSSO) or authorized representative.
- b.10. Of good moral character. **CONTRACTOR** shall be required to submit a copy of the guards current NBI, PNP and Court clearances to show that the guard do not have any record of any criminal offense.
- b.11. Free from any civil convictions or litigation involving theft, battery, slander, public misconduct, assault, or similar proceedings.

V. MANPOWER REQUIREMENTS

POSITION	NO. OF PERSONNEL
Security Guard (12-hrs) MFO Premises 7AM to 7PM, Monday to Saturday	1
3 Security Guards (8-hrs) Shifting every 8 hours, Monday to Sunday	3
TOTAL	4

a. Qualification of Security Personnel:

Male Security Guards

1. Holder of valid Security Guard's license;
2. Not more than 45 years old;
3. Not less than 5'2" in height;
4. Weight within 120 to 160 lbs;
5. Physically, mentally and medically fit for the job;
6. At least two (2) years-experience

Personnel Screening Requirements

- b.1. All personnel of **CONTRACTOR** to be assigned at **CLIENT** are required to have on

CONTRACTOR'S files the following: a) Physical/medical result; b) Neuro-Psychiatric Examination result; and c) Background Investigation result. The documents shall be attached to the individual 201 files.

b.2. Background investigations shall be conducted and documented by **CONTRACTOR** to verify that each personnel, prior to assignment to **CLIENT**, has accurately completed **CONTRACTOR'S** employment application and meets the qualifications set forth above.

a. **CLIENT**, through the CSSO or his representative/s, will meet and/or review applicants prior to permanent assignment and reserves the right to request **CONTRACTOR** to add or remove any security personnel from the **CLIENT'S** area. **CLIENT** reserves the right at any time to order any personnel of **CONTRACTOR** removed from account with cause.

b. **CONTRACTOR** shall prescribe to recruitment and hiring practices that will attract and select the most qualified applicants. Screening and interview procedures shall include personnel interviews with **CONTRACTOR'S** management-level staff, drug testing, criminal records check, and verification of an already-in-process application for a Philippine National Police issued license, as applicable.

c. **CLIENT** shall have the right to approve any **CONTRACTOR's** security personnel, to be employed at **CLIENT'S** site.

e.1. Drug, Alcohol, and Other Contraband Policy

e.1.1. **CONTRACTOR** must have a comprehensive drug and alcohol-testing program and provide evidence of such a program, including any related policies. Testing shall be conducted by a government accredited

laboratory.

d. Training

CONTRACTOR will be solely responsible for ensuring that its security officers and security guards are trained and competent in the performance of their duties as outlined by **CLIENT's** Principal Post Requirements and Post Order Requirements. **CONTRACTOR** is required to conduct a training relevant to the nature of work.

At a minimum, required training will be categorized into four (4) specific areas:

f.1. Orientation and Initial Training

Orientation/initial training shall first occur in **CONTRACTOR'S** office and include the basic introductory guard courses typically administered. The subjects learned in orientation shall effect, at a minimum, a knowledge of private security's legal obligations and rights, the powers of arrest, customer care/satisfaction, familiarity with local and national codes as it pertains to private security, security policy/procedure familiarization, emergency procedure familiarization, disaster response familiarization, incident report writing and basic vehicular traffic rules and regulations.

b. 2. Emergency Medical Response Training

Minimum training requirements are that at least the Detachment Commander and Security Officers all shift supervisors will be CPR and first aid trained at **CONTRACTOR'S** expense. Such training shall occur within three months of being assigned to the post and must be updated as dictated by the certification received. There must always be fully-trained and certified contract security personnel on duty at the site to respond to medical emergencies.

f. 3. Specialized Training

Specialized training shall include, but not limited to, **CLIENT** relations/customer service, de-escalation training, parking/patrol vehicle

use, and the use of any other special equipment or systems. Such training will be performed as identified and evaluated by **CONTRACTOR**. The following skills should be addressed:

3.1. Warmly greet **CLIENT'S** occupants, tenants, visitors, guests, contractors, workers and employees.

f.3.2. Possess ability to communicate in a professional manner

f.3.3. Be able to accurately guide guests and visitors to the various DOE offices.

f.3.4. Exercise good judgment in decisions and apply initiative when needed.

f.3.5. Ability to demonstrate, follow, understand, and apply operational instructions, including **CLIENT'S** security, safety and health procedures.

f.3.6 Place emphasis on good effective communications to ensure a customer service-oriented approach in carrying out all of the above duties involving personnel interface.

f.3.7. Counter-surveillance training to be able to determine if the site or an individual at the site is under surveillance.

f.4. Gun-Handling

All security personnel deployed at **CLIENT's** premises shall undergo training seminar or refresher course on Proper Gun Handling and Fire Arm Proficiency Test every six (6) months at the expense of **CONTRACTOR** and shall furnish **CLIENT** with a Certification to this effect issued by the concerned Range Officer where the firing and gun-handling safety exercises were conducted. **CLIENT's** concerned personnel and officials directly supervising/handling the security activities shall be included in the exercise.

Any security guard that fails on this subject training shall be pulled out from duty at

CLIENT'S premises and cannot be reassigned to **CLIENT'S** premises until such time that he/she passes said training course.

e. Evaluation Procedures

All contracted security personnel shall be afforded both informal and formal reviews by the supervisory or management personnel. Informal reviews are to take place quarterly, and each personnel shall have a formal written review annually. As is appropriate, these reviews may be shared with **CLIENT**.

f. Uniforms

h.1. All contracted security personnel assigned to **CLIENT'S** premises will be required to report for duty in a uniform consisting of the proper designated attire. Complete uniforms are to be purchased by **CONTRACTOR** for the security personnel. All colors, patches, designs, styles, etc., must comply with the CY 2003 IRR of RA 5487.

h.2. **CONTRACTOR** shall provide **CLIENT** with a list of all uniform items provided to each security officer assigned to **CLIENT**.

h.3. Due to the nature of our environment, contracted security personnel must always be professionally presentable, which will require them to be able to change uniforms during the course of their shift, on occasion, as is necessary.

**VI. EQUIPMENT, DEVICES,
SUPPLIES AND MATERIALS
INCLUDING CCTV
INSTALLATION PLAN**

CONTRACTOR shall provide the supplies, materials, equipment and devices as indicated in Annex "D" at its own expense.

VII. BILLINGS AND PAYMENTS

CONTRACTOR to submit on or before the 2nd day of the following month its bill on services rendered for the preceding month and accompanied by a Sworn Affidavit

by **CONTRACTOR** to the effect that it has paid all the wages and benefits of the security personnel detailed to **CLIENT**, in accordance with existing laws, including the full remittance of premiums for SSS, EC, Pag-ibig, and Phil-health monthly contributions which were collected from the salaries of their concerned employees. **CONTRACTOR** shall submit as proof a Certified True Copy (CTC) of their official copy of monthly remittance to said government offices reflecting the names of their personnel assigned to **CLIENT**. **CLIENT** shall not process any billing submitted without the foregoing documents. Any security personnel provided by **CONTRACTOR** under whose services are utilized for more than eight (8) hours a day and/or outside their regular time of works when requested by **CLIENT** shall be paid his/her daily regular rate plus overtime based on premium rates as provided under the Labor Code.

CLIENT shall process the payments within fifteen (15) working days upon receipt from **CONTRACTOR** of the bills together with the required documents

for attachment in the Disbursement Vouchers (DVs). All penalties incurred shall be deducted from the billings for the corresponding period.

VII. LIABILITY STIPULATION

CONTRACTOR shall be responsible and liable in case of loss or damage that may occur within the properties of **CLIENT** when such loss and damage is due to the negligence of **CONTRACTOR**, its guards and representatives or due to the infidelity or abuse of authority delegated to them.

CONTRACTOR shall be responsible and liable in case of loss or damage within the properties of **CLIENT** which loss or damage occurs inside the premises of **CLIENT** including loss or damage to vehicles while parked inside the premises, as well as the general exclusion as set forth and provided the loss or damage occurred within the tour of duty of the guards; and it has been established after proper investigation by **CLIENT** in conjunction with **CONTRACTOR** and/or reputable law enforcement agencies where required, that said loss or damage is due or traceable to the negligence of the guards on duty and there is a showing of entry, whether with or without force, to a door, window, or other points

of entry, **CONTRACTOR** shall be responsible therefore.

The liability of **CONTRACTOR** shall extend to the value of the loss of property due to such incident. **CONTRACTOR** shall pay to **CLIENT**, officer, employee, or guest to the extent that such loss or damage are not fully compensated under the Performance Bond Article hereof, and the liability of **CONTRACTOR** or its guards, or its representatives is established hereof within a period of thirty (30) days from the date of incident.

CONTRACTOR shall be responsible and liable for the proper faithful performance of duty of its guards and personnel and shall hold **CLIENT** free and harmless from any form of physical or bodily injury or death inflicted on any third party by its guard or personnel where such injury or death arises out of or in the course of performance of guard duties.

CONTRACTOR shall hold **CLIENT** entirely and completely free from and harmless from any liability cause or cause of action, claim or claims which may be filed by its guards and personnel, their heirs or families, by reason of their employment under this Contract, or under the provisions and implementing rules and regulation of the Labor Code of the Philippines or any other laws which are now in effect or may hereafter be enacted.

CONTRACTOR shall not be liable nor responsible for loss or damage of personal properties which are not visible to the guards or not entrusted to them, due to fortuitous events, force majeure or acts of God or where such loss was the result of any or all of the following: robbery in band, mob, violence, acts of dissidence or crimes involving subversive elements, war, revolution, demonstration, or rallies nor for acts of its guards under **CLIENT'S** instruction not covered by the scope of this Contract.

VIII. OTHER SECURITY/BONDS

- A. The Performance Security shall be posted in favor of **CLIENT** and shall be forfeited in favor of **CLIENT** in the event it is established that **CONTRACTOR** is in default in any of its obligations under the

Contract.

The Performance Security is conditioned upon **CONTRACTOR'S** full and faithful performance and observance with all the terms and conditions of the Contract, including the payment of all wages and statutory benefits of its security personnel assigned to **CLIENT**. It shall remain effective during the term of the Contract and shall continue to be in force for a period of three (3) months after its expiration or until 31 March 2023 unless a claim has been filed by **CONTRACTOR'S** personnel assigned to **CLIENT** against **CONTRACTOR**, in which case, it shall continue to be in full force and effect until such claims have been paid or settled. The submission of the Performance Security including other Bonds as enumerated below shall be a pre-requisite by **CLIENT** in the processing of the initial payment of **CONTRACTOR**. **CONTRACTOR** shall also submit to **CLIENT** within ten (10) calendar days from signing of the Contract the following additional bonds and securities issued from GSIS and/or any reputable insurance companies duly accredited and registered under the Office of the Insurance Commissioner (OIC):

B. Other Bonds

1. Liability Insurance to cover bodily injuries at P100,000.00 per person per accident for a total of P500,000.00 for five (5) persons aggregate per accident and for property damage at P1,000,000.00 aggregate per accident for a grand total of P1,500,000.00 Comprehensive General Liability (CGL) insurance; and
2. Labor Bond/Security in the amount equal to 100% of the Total Labor Cost for the twelve (12) months salaries of security personnel assigned to **CLIENT'S**

premises as indicated in **CONTRACTOR'S** bid to answer for the wages due the security personnel should **CONTRACTOR** fail to pay the same, as provided under Article 108 of the Labor Code of the Philippines.

IX. CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

- a. Timely payment of monthly salaries/wages of their security personnel assigned at **CLIENT'S** premises;
- b. Quarterly meetings at **CLIENT'S** premises to discuss with the CSSO or as called for and requested by **CLIENT** or his authorized representative/s the smooth implementation of security activities especially when there are special big events/functions and un-programmed events to be held at **CLIENT'S** premises. Also, to discuss previous undertakings or activities for improvement or implementation;
- c. Timely delivery of equipment, supplies, and materials as provided in the Contract;
- d. One (1) set of complete uniforms shall be provided free-of- charge to all security personnel to be detailed at **CLIENT'S** premises; and
- e. The cost of all required skills and training requirements of the security personnel deployed at **CLIENT'S** main office premises and leased office areas at PNOC Building 5, as well as the equipment, devices, supplies, materials, etc. shall be borne or considered by **CONTRACTOR** as part and/or under its Agency's Fee / Overhead / Admin Cost and Profit Margin Fee. **CONTRACTOR** may opt also to indicate/submit a bid/amount for

the CCTV system, its installation and proper maintenance to ensure continuous smooth operation throughout the Contract Period.

- f. Security personnel "removed for cause" or barred from performing their security duties at **CLIENT'S** premises, or for some reasons did not report for duty without proper advice or communication beforehand with their immediate supervisor (DC/SO) shall be replaced immediately by **CONTRACTOR** after informing the **CLIENT** through the **CSsO** or **CLIENT'S** authorized representative.
- g. Provide its security personnel/guards covered by this Contract with respective monthly Pay Slip showing the itemized amount of total salary earned, deductions on premiums for monthly contributions for SSS, EC, Phil-health, Pag-ibig, taxes, loans, other deductions, etc. and the net amount of salary received by each security personnel that particular payment period.

X. CONTRACT PERIOD

The Contract shall take effect _____ and shall end on

_____. Performance evaluations may be done

every six (6) months which shall be the basis of a decision for a continued service.

The Contract, however, may be earlier terminated by either Party provided that a written notice is served thirty (30) days before the date of actual termination subject to either any of the following conditions: (1) **CLIENT** is not satisfied with the over-all services after the pre-evaluation of performance of **CONTRACTOR**; or (2) Irreconcilable

differences between the **PARTIES** in the implementation of this Contract for a period of six (6) months. In the event that the security personnel of **CONTRACTOR** assigned to **CLIENT'S** premises undertake a protest, picket, strike or any similar mass or collective action, **CLIENT** shall immediately and summarily terminate this Contract and **CONTRACTOR** shall be liable to the extent of any damage or loss on the part of **CLIENT** as a consequence thereof.

XI. SETTLEMENT AND LITIGATION

Amicable settlement of disputes. However, if either **PARTY** shall take judicial action, the venue shall be laid exclusively with the proper courts in Taguig City, with the exclusion of other courts and the writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines.

XII. PERMITS AND LICENSES

CONTRACTOR warrants to obtain and maintain all necessary permits and licenses required by national or local officials, or by civilian or military authorities, in order to continue operating legally.

XIII. TAXES, DUTIES, FEES, ETC.

Taxes, duties, fees, charges and other legal exactions arising from this Contract shall be for the account of **CONTRACTOR**. **CLIENT** shall deduct and withhold the corresponding amounts from said taxes, fees, charges, duties, etc. if it deems necessary pursuant to the requirements of law.

XIV. PENALTIES

a. ABSENCES without RELIEVER and/or UNACCOUNTED/ UNDELIVERED OR DEFECTIVE EQUIPMENT/MATERIALS

A penalty of **P500.00 per day per DC/SO/SG/LG** shall be imposed against **CONTRACTOR** starting on the 2nd day of absence of the concerned security personnel

without a competent reliever and/or qualified replacement on top of the deduction of the absentee personnel's daily wage.

A penalty of **P100.00 per day per Equipment** shall be imposed against **CONTRACTOR** starting on the 2nd day from time the Equipment is found unaccounted or not properly operating. Any Equipment that cannot be repaired within four (4) day's-time shall be replaced with an identical unit or brand otherwise the penalty shall be raised to **P500.00 per day starting on the 5th day** after the unit was found missing and/or defective. **CLIENT** shall deduct the penalty from **CONTRACTOR's** monthly payment corresponding to the month in which the penalty was incurred.

**b. VIOLATION OF
CONTRACTOR'S
PERSONNEL'S ANNEX
"A" PROVISIONS**

1st Offense — Reprimand

2nd Offense — Suspension from
CLIENT'S premises
for one (1) week

3rd Offense — Rotate out or removal
from **CLIENT'S**
premises

**c. NOT IN PROPER AND IN
COMPLETE UNIFORM
WHILE ON DUTY OR
DURING GUARD-
MOUNTING**

1st Offense — No duty/refrain to post
and correct noted
deficiency
immediately

2nd Offense — No duty/refrain to post and
corrected noted deficiency
immediately

3rd Offense ----- Rotate out or removal from
CLIENT's

premises

**d. VIOLATION OF THE
ELEVEN (11) GENERAL
ORDERS FOR SECURITY
PROFESSIONALS**

1st Offense ----- Suspension from **CLIENT'S**
premises for

one (1) week

2nd Offense - - - Suspension from
CLIENT'S premises
for fifteen (15) days

3rd Offense - - - Rotate out or removal
from **CLIENT'S** premises

*These are on top of **CONTRACTOR'S**
internal policy on penalties or
disciplinary actions/guidelines against
respective errant security personnel.

XV. AWARD OF CONTRACT

CONTRACTOR warrants that it or any of its
officials or representatives has/have not given or
promised to give any money or gift to any
employee/official of **CLIENT** to influence the
decision regarding the awarding of the Contract,
nor **CONTRACTOR** has, or its officials or
representatives has/have exerted or utilized any
unlawful influence on any employee/official of
CLIENT to solicit or secure this Contract through
an agreement to pay a commission, percentage,
brokerage, or contingent fee. **CONTRACTOR**
hereby agrees that breach of these warranties
shall be sufficient ground for **CLIENT** as its
discretion to terminate or cancel this Contract, or
deduct such commission, percentage,
brokerage, or contingent fees from the Contract

Amount without prejudice to **CONTRACTOR'S** or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws.

XVI. TERMINATION OF CONTRACT

CLIENT reserves the right to rescind, terminate or abrogate the Contract with **CONTRACTOR** in any of, but not limited to, the following instances:

- a. Negligence on the part of **CONTRACTOR** resulting to material and financial losses to the government;
- b. Submission of falsified or forged license as well as other falsified documents and reports;
- c. Engagement by **CONTRACTOR** or any of its personnel assigned to **CLIENT** in activities that are dangerous to public safety and welfare or inimical to the national security, e.g., holding sit-down strikes or rallies at **CLIENT'S** premises and related activities, passing of confidential information/documents;
- d. Report or display of discourtesy and rudeness by any of its personnel and gross violation of Annexes "A" and "C" of the Contract re: Rules and Regulations Pertaining to Contractor's

Security Personnel Offenses and the Eleven (11) General Orders for Security Professionals, respectively;

- e. Non-compliance with the daily minimum wage/salary of personnel assigned at **CLIENT** and/or non-remittance of monthly premiums for SSS, Phil-health, EC and Pag-ibig contributions;
- f. Breach of obligation and the terms and conditions under this Contract; and
- g. Based on the provisions of the 2nd Paragraph of Section X above.

XVII. RESERVATION CLAUSE

CONTRACTOR is aware that **CLIENT** is a government agency and, as such, is subject to certain legal requirements and procedures not

normally required of private corporation. **CONTRACTOR**, nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, this Contract shall be considered amended accordingly so as to enable **CLIENT** to comply with such requirements. For its part, **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.

XVIII. OTHER REQUIREMENTS TO SUBMIT (Within Three (3) Days

Upon Notice for Post Qualification Purposes by the Bids and Awards Committee - Technical Working Group (BAC-TWG)

- a. Proof of monthly remittances of premium contributions to SSS, EC, Phil-health, Pag-ibig that were collected/deducted by **CONTRACTOR** from the monthly salaries of their security personnel and administrative staffs covering six (6) months period prior to Public Bidding date. The actual payments of the monthly premiums had been done prior to the date of Public Bidding (PB).
- b. DOLE/NLRC Certificate that the company has no unfavorable decision for violation of daily minimum wage law for the past six (6) months prior to the Public Bidding date.
- c. Proof of 12% VAT payment to BIR made prior to the date of Public Bidding covering the past six (6) months thru Electronic Payment Filing System (EPFS).
- d. Latest Income and Business Tax Returns for the preceding year.
- e. Copy of **CONTRACTOR/Company Officer or Security Officer** (to be assigned at **CLIENT'S** premises) DOLE/TESDA Certificate on **Occupational Safety and Health Standard (OSHS)** and/or the **Basic Occupational Standard and Health (BOSH)** seminars/training as required under Rule 1030 of the OSHS, as amended, issued by the Department of Labor and Employment (DOLE) within the last five (5) year

<p>period. Those who were issued beyond the five (5) year period must attend a refresher's seminar/course for the necessary update of knowledge on new policies and regulations and related matters and be issued an updated DOLE/TESDA Certificate.</p> <p>f. Copy of CONTRACTOR'S Phil-GEPS Registration.</p>	
<p>Other Terms/Conditions:</p> <ol style="list-style-type: none"> 1. The Service provider must ensure that all its personnel assigned in the DOE Facilities complies with the minimum health protocol guidelines of DOE and those issued by relevant government agencies. 2. The Service provide has to comply with any reduction in manpower as ordered by DOE and by other relevant government agencies. 3. Total bid Price is inclusive of all cost duties and taxes 	
<p style="text-align: center;">Annex A</p> <p style="text-align: center;"><u>RULES AND REGULATIONS PERTAINING TO CONTRACTOR'S SECURITY PERSONNEL OFFENSES</u></p> <p>The acts or omissions listed hereunder constitute negligence of duty or imprudence which shows lack of moral behavior or paucity of discipline. CONTRACTOR shall impose or apply the appropriate penalties or sanctions or corrective measures against its security personnel assigned to CLIENT's premises who commit such misbehavior or misconduct.</p> <ol style="list-style-type: none"> 1. Conduct and Behavior <ol style="list-style-type: none"> a. Commission of an act which is or may constitute a crime; b. Holding of unauthorized meeting at CLIENT's premises that would adversely affect CLIENT's operation and/or activities; c. Commission of an illegal or immoral act within CLIENT's premises; d. Carrying of prohibited weapons or banned objects, e.g., drugs, lighters, fan-knives, firearms, etc. within CLIENT's premises; e. Fighting or attempting bodily harm on any person except in self-defense while within CLIENT's premises or while performing work for CLIENT whether within or outside its premises; f. Malicious mischief or horseplay resulting in injury to person/s or destruction of CLIENT's property for which it may be held liable; g. Intimidations or coercion of fellow CONTRACTORS' workers, CLIENT's employees, customers, guests and/or any person, in any manner which adversely affects CLIENT's interests; h. Concealing a disease which endangers fellow CONTRACTORS' workers or CLIENT's personnel, contracted workers, job orders, guests/visitors, etc.; i. Refusal to submit to or failure to meet security requirements of CLIENT or being in the opinion of CLIENT, a poor security risk; 	

- | | |
|---|--|
| <ul style="list-style-type: none">j. Intentionally damaging CLIENT's property or any property for which CONTRACTOR's may be held liable; andk. Refusal to comply or failure to carry out legal instructions of superiors and/or CLIENT's concerned GSD personnel. <p>2. Negligence of Duty</p> <ul style="list-style-type: none">a. Negligence in assigned tasks/duties;b. Habitual neglect of duty;c. Unnecessary use or playing games on cellphones while on duty/shift;d. After having access to information, failure to report as soon as possible the loss, spillage, or damage of CLIENT's property that it may be held liable;e. Sleeping or napping while on duty;f. Leaving work and/or workplace without proper relief or authorization during time of duty/shift; andg. Unauthorized leave or not reporting for duty without informing beforehand the immediate supervisor so relievers can be deployed to take over the tasks. This applies to group of workers with obvious interest to sabotage their works at CLIENT's premises. <p>3. Insubordination</p> <ul style="list-style-type: none">a. Disobedience to the lawful order of superiors in connection with his/her duties;b. Refusal to answer questions in any investigation authorized or conducted by CLIENT unless such answers would violate Constitutional rights; andc. Insult or willful disrespect on the honor of supervisors or any official or employee of CLIENT or persons transacting business with CLIENT. <p>4. Dishonesty</p> <ul style="list-style-type: none">a. Unauthorized use of CLIENT's resources;b. Stealing and/or attempting to steal from CLIENT, its employees, other contractors and/or clientele;c. Offering or receiving money or other valuable consideration in exchange for a job, better working place, or any change in working conditions, and/or refusal to be rotated to other areas within CLIENT's premises;d. Substituting material and/or object with intent to gain; | |
|---|--|

<ul style="list-style-type: none"> e. Obtaining or attempting to obtain CLIENT's funds, equipment, products, supplies and materials through fraudulent means from CLIENT's suppliers, warehouses, plants or stations, and other assigned work places; and f. Defrauding CLIENT in any manner. 	
<p>5. Alcoholic Beverages and Prohibited/Regulated Drugs</p> <ul style="list-style-type: none"> a. Unauthorized use or possession of prohibited/regulated drugs within CLIENT's premises; b. Drinking liquor within CLIENT's premises except during official occasions and locations as authorized by CLIENT; c. Reporting for work under the influence of liquor and/or prohibited/regulated drugs, or with observed disturbance of mindset due depression or stress (physical or financial); and d. Selling or inducing any person to take prohibited/regulated drugs within CLIENT's premises except when duly authorized for medical reasons. 	
<p>6. Safety</p> <ul style="list-style-type: none"> a. Failure to observe CLIENT's safety rules and regulations; b. Carelessness with regard to safety of fellow CONTRACTORS' workers or CLIENT's employees, guests and visitors; c. After having access to information, failure to report immediately, an accident or injury involving fellow CONTRACTORS' workers, CLIENT's employees or damage to CLIENT's property; d. Smoking in "No Smoking" areas within CLIENT's premises or property; e. Carrying matches or lighters, or other than safety matches or lighters with close covers, or having open lights or fires within prescribed limits where such practice is forbidden within CLIENT's premises or property; f. Removing safety devices from CLIENT's machinery, equipment or any other property without permission; g. Driving CLIENT's vehicle recklessly or at excessive speed, or at speed above the area speed limit or driving any other vehicle in the same manner within CLIENT's premises; h. Allowing unauthorized persons to operate CLIENT's vehicle or equipment when the same is assigned to him/her; 	

<ul style="list-style-type: none"> i. Driving under the influence of liquor or prohibited/regulated drugs; j. Intentionally destroying or damaging CLIENT's property or other equipment; k. Failure to wear safety attire when prescribed within CLIENT's premises; l. Staying after work in CLIENT's premises unless otherwise authorized by the Chief of General Services Division (GSD); and m. Unauthorized entry in restricted areas/office/closed rooms within CLIENT's premises. <p>7. Other Acts or Omissions</p> <ul style="list-style-type: none"> a. Leaving and/or vacating respective assigned post and/or area of responsibility when on-duty at CLIENT's premises unless properly relieved upon the order of the GSD Chief of CLIENT; b. Improper or non-wearing of CONTRACTOR's uniform when on-duty at CLIENT's premises and/or in CLIENT's other sites; c. Use of stairwell in going up and down CLIENT's building/s except when handling heavy items/documents/ equipment wherein the elevator can be used; d. Discourtesy to CLIENT's personnel, guests, visitors and other CONTRACTORS' workers; e. Use of CLIENT's telephone direct line in placing outside call with charges without proper written authorization from the GSD Chief of CLIENT; and f. Loafing to other areas where he/she is not assigned except during the period for morning snack (0900H-0915H), lunchtime (1200H-1300H), and afternoon snack (1500H-1515H) and/or unauthorized entry to offices or closed areas at CLIENT's premises. <p style="text-align: center;">*****</p>	
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Annex B

SCHEDULE POSTING OF SECURITY GUARDS					
#	POSTS	SHIFT	DUTY-TIME	HRS	NO. OF GUARDS
1	DOE-MFO Premises (3 rd & 4 th flrs. Tolentino Tolentino 2020 Building, Candelaria Avenue, Ecoland, Matina, Davao City)	Not Applicable	0700H- 1900H	12	1
2	DOE-MFO Storage Facility in Bankas Heights, Toril, Davao City	1 st Shift	0600H- 1400H	8	1
		2 nd Shift	1400H- 2200H	8	1
		3 rd Shift	2200H- 0600H	8	1

Annex C

ELEVEN GENERAL ORDERS FOR SECURITY PROFESSIONALS

1. To take charge of my post and all company properties in view and protect/preserve the same with utmost diligence.
2. To walk in an alert manner during my tour of duty observing everything that takes place within sight or hearing.
3. To report all violation of regulations and orders that I am instructed to enforce.
4. To relay all calls from posts more distant from the security house where I am stationed.
5. To quit my post only when properly relieved.
6. To receive, obey and pass to the relieving guard all orders from company officers or officials, superiors, post in-charge or shift leaders.
7. To talk to no one except in line of duty.
8. To sound or call the alarm in case of fire or disorder.
9. To call the superior officer in any case not covered by instructions.
10. To salute all company officials, superiors in the agency, ranking public officials and officers of the Philippine National Police; and
11. To be especially watchful at night and during the time of challenging, to challenge all persons on or near my post and to allow no one to pass or loiter without proper authority.

ANNEX D

Annex "D"

EQUIPMENT, DEVICES, SUPPLIES, MATERIALS and SPECIAL SERVICES

Qty	Unit	Particulars	Description / Nomenclature
1	unit	Handheld Metal Detectors	For use in scanning metal objects placed inside bags/luggage at entry points especially at building lobbies. To sound off an alarm when a metal is scanned.
4	units	9MM Caliber with extra fully loaded magazine clip	Per SG on-duty
3	units	Cellphones with camera and recorder, at least 8 megapixels clear image	For use by SGs at main office and storage.
2	sets	Colored CCTV system, to include installation and necessary repairs during the contract. (a) DVR Recorder (8 channels), (b) 4 unit cameras (c) 1 unit of 19" monitor, (d) 4 units of Bullet/dome type CCTV camera (e) 500 GB Hard Disk (f) 150 mtrs. CAT6 Coaxial cable (g) Catenaries (RG 45, nails, electrical tapes, cable tie, etc.)	Can record continuously for at least 30 days of events before being overwrite, capability to playback, save, back-up to external drive (save photos thru flash drive) for printing of selected scenes, etc.

		Camera lens shall be installed in accordance with the CCTV Installation Plan. Identified areas of installation may be changed due to necessity on real time situation.	For use at main office and storage.		
4	sets	First Aid Medical Kits (1 per SG)	For emergency use by SGs		
		a. 70% Solution Isopropyl Alcohol Green Cross (60ml) b. White Flower Analgesic Balm (20ml) c. Wound Solution Betadine (30ml) d. Hydrogen Peroxide/Agua Oxinada (60ml) e. 4 pcs. Sterilized Gauze (at least 3"x3") f. 1 roll transparent Medical Tape (12mm x 2.5m) g. 1 roll Elastic Bandage 2 inches width h. Cotton Pack 12 grams i. Medicine Holder Box containing at least 6 pcs. Paracetamol Biogesic 500mg, 6 pcs Loperamide Diatabs capsules 2mg, 6 pcs. Buscopan tablets 10 mg., 6 pcs. Paracetamol Neozep 500mg. j. Small scissor or sewing blade			
48	pcs.	Face shields (through the contract period)	For use by the SGs on-duty		
30	boxes	Face Masks (through the contract period)	For use by the SGs on-duty		

2	units	Thermal Scanner (1 for Main Office and 1 for Storage)	For use by SGs		
3	pcs	Flashlights (1 per SG)	Per SG on-duty at storage area		

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents
(Requirement during the Opening of Bids) and
Documentary Requirements for Post-qualification

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**Bidding Form Annex A**); and
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) (**Bidding Form Annex B**) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration (**Bidding Form Annex C**); and
- ☐ (h) Conformity with the Technical Specifications under Section VII by signing the bidder’s compliance column of the TOR/Technical Specification and submission of the following:
 - 1. production/delivery schedule;
 - 2. manpower requirements/organizational structure; and
 - 3. **after-sales services in case of Services or Certificate of Warranty/Guarantee in case of Goods**; and
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS) (**Bidding Form Annex D**); and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving

full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (m) Original of duly signed and accomplished Financial Bid Form **and Bid Detail Form (Bidding Form Annex E); and**
- ☐ (n) Original of duly signed and accomplished Price Schedule(s) **(Bidding Form Annex F).**

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

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

III. Post-Qualification Requirements:

1. In case only the PhilGEPS Registration Certificate (Platinum Membership) was submitted during the bid opening, submit the certified true copies of the following:
 - (a) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
 - (b) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and

- (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
2. Latest Income/Business Tax Returns;
 3. Certificate of PhilGEPS Registration;
 4. Pictures of its principal place of business;
 5. In case of Goods, submit brochures/prototype/actual sample of the products being offered or in case of Services, concept paper/write-up or description of the services being offered; which must be submitted on the date indicated in the post-qualification letter, addressed to the end-user and certifies that it is the bidder's official and final offer. Non-submission of this requirement may be a ground for disqualification.
 6. In case of procurement for manpower services, proof of contribution/remittance for SSS, Philhealth and Pag-ibig for the last six (6) months from the opening of bid; and
 7. Other appropriate licenses and permits required by law as stated in the bidding documents/post-qualification letter.

Bidding Forms

Mandatory Submission of Bidding Forms

Annex A

STATEMENT OF ONGOING, COMPLETED AND/OR AWARDED CONTRACTS

The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila

Ongoing, completed or awarded but not yet started projects for the period
_____ **(last two years), where applicable.**

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	End-user's Acceptance if Completed (date)	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

(Signature over Printed Name)

Note:

1. May be reproduced, if necessary
2. Please attach end-user's certificate of acceptance

Annex B

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila

Single Largest Completed Contract (SLCC) for the period

(last two years), where applicable.

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	End-user's Acceptance if Completed (date)	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

(Signature over Printed Name)

Note:

1. May be reproduced, if necessary
2. Please attach end-user's certificate of acceptance

Annex C

Bid Securing Declaration Form

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

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]

Annex D

Omnibus Sworn Statement [shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing 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.

*[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]

Annex E

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 Amount and Purpose of Agent Currency/Commission or gratuity

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements 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: _____

Annex F

Price Schedule for Goods Offered from Abroad *[shall be submitted with the Bid if bidder is offering goods from Abroad]*

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature _____

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

Annex E - Bid Detail Form

APPROVED BUDGET for the CONTRACT (ABC)									
CY2022 DOE SECURITY SERVICES CONTRACT									
Mindanao Field Office									
I. Salaries, Benefits, Premiums, Bonuses, etc., (in accordance with the latest PADPAO Monthly Rate based on the Issuance of Wage Order No. RTWPB-XI-20, PADPAO Memo on Agency Fee and provisions under Republic Act (R.A.) No. 9184 and its Revised Implementing Rules and Regulations (IRR))									
			SGs		Mo. Rate			Total	
DOE- Mindanao Field Office Rented Office at Tolentino 2020 Building and Storage Area at Toril, Davao City.									
Duty Hours	Duty Shift								
	Storage Area	Pax			Monthly Rate			Total Monthly Rate	
8 - Hrs.	1st Shift (06:00 - 14:00H)	1	P				P		
	2nd Shift (14:00 - 10:00h)	1							
	3rd Shift (10:00 - 06:00H)	1							
	Mindanao Field Office (MFO)								
12 - Hrs.	1st Shift (06:00 - 18:00H)	1							
		4							
								x 12 months	P
* Item (a) is inclusive of Administrative Overhead and Margin:									
- Depreciation Costs of equipment, security devices, cost of supplies, etc.									
- Insurances/security premiums, bonds and the likes									
b. - Colored CCTV System, to include installation and necessary repairs during the contract.									
a. DVR Recorder (8 channels),									
b. 4 unit cameras									
c. 1 unit of 19" monitor,									
d. 4 units of Bullet/ Dome type CCTV Camera,									
e. 500 GB Hard Disk,									
f. 150 meters CAT6 Coaxial Cable,									
g. Catenaries (RG 45, nails, electrical tapes, cable tie,etc)									
- Labor Cost (Php 1000.00 per 1 unit of camera)									
- Non Vat on CCTV system and labor									
								Grand Total/Annual	P
								PB FOR 12 months	P
Submitted by :									
Position :									
Company Name :									
Address :									
Telephone No. :									
GSD Security Services 2022									

APPROVED BUDGET for the CONTRACT (ABC)									
CY2022 DOE SECURITY SERVICES CONTRACT									
Mindanao Field Office									
I. Salaries, Benefits, Premiums, Bonuses, etc., (in accordance with the latest PADPAO Monthly Rate based on the Issuance of Wage Order No. RTWPB-XI-20, PADPAO Memo on Agency Fee and provisions under Republic Act (R.A.) No. 9184 and its Revised Implementing Rules and Regulations (IRR))									
		SGs		Mo. Rate		Total			
DOE - Mindanao Field Office Rented Office at Tolentino 2020 Building and Storage Area at Toril, Davao City.									
Duty Hours		Duty Shift							
	Storage Area	Pax			Monthly Rate	Total Monthly Rate			
8 - Hrs.	1st Shift (06:00 - 14:00H)	1	P			P			
	2nd Shift (14:00 - 10:00h)	1							
	3rd Shift (10:00 - 06:00H)	1							
Mindanao Field Office (MFO)									
12 - Hrs.	1st Shift (06:00 - 18:00H)	1							
		4							
						x 12 months	P		
* Item (a) is inclusive of Administrative Overhead and Margin:									
- Depreciation Costs of equipment, security devices, cost of supplies, etc.									
- Insurances/security premiums, bonds and the likes									
b. - Colored CCTV System, to include installation and necessary repairs during the contract.					P				
a. DVR Recorder (8 channels),									
b. 4 unit cameras									
c. 1 unit of 19" monitor,									
d. 4 units of Bullet/ Dome type CCTV Camera,									
e. 500 GB Hard Disk,									
f. 150 meters CAT6 Coaxial Cable,									
g. Catenaries (RG 45, nails, electrical tapes, cable tie,etc)									
- Labor Cost (Php 1000.00 per 1 unit of camera)									
- Non Vat on CCTV system and labor									
						Grand Total/Annual	P		
						PB FOR 12 months	P		
Submitted by :									
Position :									
Company Name :									
Address :									
Telephone No. :									
GSD Security Services 2022									

Annex F

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf _____

Annex G

Performance Securing Declaration

[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]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents 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 integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Name of Supplier]

[DOE Chief Accountant]
Witness

Acknowledgment

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