



REPUBLIC OF THE PHILIPPINES

TANAY WATER DISTRICT

#41 F.T. Catapusan Street, Tanay, Rizal

BIDDING DOCUMENTS FOR THE MULTI-YEAR CONTRACT FOR SECURITY SERVICES COVERING 2025-2027

October 2024

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency

which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.



REPUBLIC OF THE PHILIPPINES

TANAY WATER DISTRICT

#41 F.T. Catapusan Street, Tanay, Rizal

Section I. Invitation to Bid

MULTI-YEAR CONTRACT FOR SECURITY SERVICES COVERING 2025-2027

The **Tanay Water District** through the **BOD-BR-2024-151** and **BOD-BR-2024-197** intends to apply the sum of **Five Million Six Hundred Fifty-Two Thousand Pesos (₱ 5,652,000.00)** being the Approved Budget for the Contract (ABC) for the 1st year of the three (3) years multi-year contract, to payments under **Purchase Request No. 14088**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Below is the schedule of total approved budget allocation for this multi-year project under the Approved Multi-Year Contract Authority.

Year (Coverage)	Approved Budget under Multi-Year Contract
1st year (January 1, 2025 to December 31, 2025)	Php 5,652,000.00
2nd year (January 1, 2026 to December 31, 2026)	Php 5,652,000.00
3rd year (January 1, 2027 to December 31, 2027)	Php 5,652,000.00

Once awarded, the winning bidder has the obligation to honor the succeeding year's contract with Tanay Water District based on the above schedule of approved budget. Tanay Water District reserves the right to pre-terminate a contract without liability for reasons of budgetary limitations in succeeding years.

1. The **Tanay Water District** now invites bids for the above-mentioned works. Delivery of the Services shall commence on January 1, 2025 to December 31, 2027 (36 Months). Bidders should have completed, within 5 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders
2. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

3. Interested Bidders may obtain further information from Tanay Water District and inspect the Bidding Documents at the address given below during Monday – Friday, **8:00 am to 5:00 pm except Holidays**.
4. A complete set of Bidding Documents may be acquired by interested Bidders from **October 4, 2024 to October 23, 2024 from Mondays to Fridays, 8:00 AM to 5:00 PM** from the given address, it may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website

of the Procuring Entity provided however that only those who paid the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos (₱ 10,000.00)** may join the bidding. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

5. The **Tanay Water District** will hold a Pre-Bid Conference on **October 11, 2024 at 02:00 PM** at **Tanay Water District Conference Room** which shall be open to prospective bidders.
6. All Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **October 23, 2024, 02:00 PM**. Any late bids shall not be accepted.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on **October 23, 2024, 02:00 PM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The **Tanay Water District** 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.
10. For further information, please refer to:

DIMITREI MATTHEW A. PIGUING
BAC Secretariat
Tanay Water District
#41 F. T. Catapusan St., Tanay, Rizal
Telefax: 8654-3891
Tel.No. 8654-4450 loc.109 / 110
Email address: bacsec80@gmail.com
11. You may visit the following websites:

For downloading of Bidding Documents: <http://www.tanaywaterdistrict.gov.ph/>

October 4, 2024

(Signed)
ENGR. ARMANDO H. BONGAT
BAC Chairperson



REPUBLIC OF THE PHILIPPINES

TANAY WATER DISTRICT

#41 F.T. Catapusan Street, Tanay, Rizal

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Tanay Water District** wishes to receive Bids for the **Multi-Year Contract for Security Services Covering 2025-2027** with identification number **Purchase Request No. 14088**.

The Procurement Project is composed of **Multi-Year Contract for Security Services Covering 2025-2027**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2024** in the amount of **Five Million Six Hundred Fifty-Two Thousand Pesos (₱ 5,652,000.00)**.

2.2. The source of funding is **Tanay Water District Corporate Operating Budget For Year 2025**.

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

The Procuring Entity has prescribed that **Subcontracting is not allowed**.

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **Tanay Water District Conference Room** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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 **120 Calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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



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Section III. Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Supply and Delivery of Security Services b. Completed within Five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
8	The Procuring Entity will hold a pre-bid conference for this Project on October 11, 2024, 2:00 PM at Tanay Water District Conference Room .
12	The prices of the Goods shall be quoted Delivered Duty Paid, Tanay Water District, Tanay, Rizal.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than One Hundred Thirteen Thousand Forty Pesos (₱ 113,040.00) (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Two Hundred Eighty-Two Thousand Six Hundred Pesos (₱ 282,600.00) (5% of ABC) if bid security is in Surety Bond.
19.3	The computation of a prospective bidders NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.431.4 of the 2016 Revised IRR of RA No. 9184.
20.	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Authenticated photocopy of License to Operate from the PNP-Supervisory Office for Security and Investigation Services. 2. Authenticated photocopy of the certificate of membership/registration from the Philippine Association of Detective and Protective Agency Operators (PADPAO, Inc.) 3. Authenticated photocopy of Department of Labor and Employment – Certificate of Registration in accordance with the Department of Labor and Employment Department Order No. 18-A, S. 2011.⁵ 4. Latest/current Clearance/Certificate of no adverse decision(s) against the applicant-security agency and compliance with statutory obligations from the regional offices of the National Labor Relations Commission (NLRC)

	<p>and the Department of Labor and Employment (DOLE) where the main office of the agency is based.</p> <ol style="list-style-type: none"> 5. Certification of no delinquency of monthly premium payments for both the employer and employees of the security agency concerned. The certification must be secured where the principal place of business of the prospective bidder is located. 6. Certification from the National Telecommunications Commission (NTC) that all base and hand-held radios using UHF/VHF are duly licensed by NTC. For hand-held radio or smartphone using Internet Protocol, the unit and sim card must be duly registered as required by law. 7. List of firearms with valid license to be used by security guards to be deployed in TanWD. 8. The corresponding proof/s of completion, which could either be: <ol style="list-style-type: none"> i. Certificate of Final Acceptance/Completion from the bidder's clients/s; or ii. Official Receipt/Sales Invoice of the Bidder covering the full amount of the contract/s. 9. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payment System (EFPS).
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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

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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



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Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</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. Emmanuel C. Catolos or his Authorized Representatives.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. Furnishing of personal protective equipment required in the performance of duty of the security personnel b. Furnishing of communication equipment as enumerated in the technical specifications including report of regular maintenance check conducted by the accredited Technician of the Security Agency c. Furnishing of inspection report conducted by the Agency Operations Manager <p>The Contract price for the Services shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the replacements parts for the equipment and/or PPE within the duration of the contract. At no cost with the Procuring Entity, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>
2.2	<p>The terms of payment shall be in accordance with item 5.0 of Annex “A” (Detailed Technical Specifications).</p> <p>APPENDIX 23 GUIDELINES ON THE PROCUREMENT OF SECURITY AND JANITORIAL SERVICES</p> <p>All bid prices for a duration of three (3) years shall be fixed and shall not be adjusted during contract implementation, except for the following:</p> <ul style="list-style-type: none"> 1. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding, 2. Increase in taxes; and

	<p>3. If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security guards or janitorial attendants, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.</p>
4	<p>The inspections and tests that will be conducted are: Actual inspection of the performance of the security manpower, their equipment and other essential paraphernalia at any time it is deemed necessary or as referred to Annex "A", Item 6.0. Detailed Technical Specifications.</p>



REPUBLIC OF THE PHILIPPINES

TANAY WATER DISTRICT

#41 F.T. Catapusan Street, Tanay, Rizal

Section VI. Schedule of Requirements

The delivery schedule stipulates the date of delivery to the project site hereafter.

Item No.	Description	Quantity	Delivered, Weeks/Months
1	Provision of Employee Files and Other Supporting Documents, as detailed in Item 1.0 of Annex "A" (Detailed Technical Specifications)		Upon Contract Signing
2	Provision of Security Guards as detailed in Annex "B" (Security Guards Assignment/Tour of Duty)	11 Security Personnel	January 1, 2025 to December 31, 2027
3	Provision of Uniform, Security Equipment, and Paraphernalia, as detailed in Item 2.0 of Annex "A" (Detailed Technical Specifications)	11 sets	At least Two (2) weeks Before the Formal Assumption

The Tanay Water District may increase or decrease the number of security personnel as maybe necessary and reserves the right to increase, reduce, or limit the scope of services of the Contractor.

The period for the performance of obligation under the Contract shall not be beyond the validity of the corresponding appropriations for the Project.

I hereby commit to comply and deliver the above requirements.

Name of Bidder/Company

Signature of Company
Authorized Representative

Date



REPUBLIC OF THE PHILIPPINES

TANAY WATER DISTRICT

#41 F.T. Catapusan Street, Tanay, Rizal

Section VII. Technical Specifications

Bidders must state here either “Comply” or any equivalent term in the column “Bidders Statement of Compliance” against each of the individual parameters of each “Specifications.”

Item No.	Specifications	Bidder’s Statement of Compliance
1.0	Provision of Security Guards <i>(see attached Annex “A” (Detailed Technical Specifications, item 1.0))</i>	
2.0	Provision of Uniform, Security Equipment, and Paraphernalia <i>(see attached Annex “A” (Detailed Technical Specifications, item 2.0))</i>	
3.0	Service Standards and Conditions <i>(see attached Annex “A” (Detailed Technical Specifications, item 3.0))</i>	
4.0	General Conditions <i>(see attached Annex “A” (Detailed Technical Specifications, item 4.0))</i>	
5.0	Payment Terms <i>(see attached Annex “A” (Detailed Technical Specifications, item 5.0))</i>	
6.0	Performance Review and Assessment <i>(see attached Annex “A” (Detailed Technical Specifications, item 6.0))</i>	
i.	Security Guard Assignment/Tour of Duty <i>(see attached Annex “B”)</i>	
ii.	Compliance with TanWD Operating Policies and Procedures <i>(see attached Annex “C”)</i>	
iii.	Compliance with TanWD Security Plan <i>(see attached Annex “D”)</i>	

I hereby commit to comply and deliver the above requirements.

Name of Bidder/Company

Signature of Company
Authorized Representative

Date



REPUBLIC OF THE PHILIPPINES

TANAY WATER DISTRICT

#41 F.T. Catapusan Street, Tanay, Rizal

Annex "A"

DETAILED TECHNICAL SPECIFICATIONS

1.0 Provision of Security Guards

- a. Qualifications of the Security Agency
 - (i) Stability
 1. Years of Experience – at least six (6) years in the security business
 2. To present the Liquidity of the Contractor (see Annex "E")
 3. Organizational Set-up – in accordance with RA No. 5487 and Its Implementing Rules and Regulations (see Annex "E")
 4. With Valid License to Operate from the PNP-Supervisory Office for Security and Investigation Services
 5. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO, Inc.)
 6. Submission of a Department of Labor and Employment – Certificate of Registration in accordance with the Department of Labor and Employment Department Order No. 18-A, S. 2011.⁵
 - (ii) Resources
 1. Number and kind of Equipment and Supplies – with the minimum number and kind of equipment and supplies as specified in Item 2.0
 2. Number of Guards – with atleast one hundred (100) security guards that are organic to the Service Provider
- b. The Service Provider shall provide eleven (11) qualified, bonded, uniformed, highly trained security guards, inclusive of one (1) Detachment Commander, who must meet the following requirements:
 - (iii) Must be a Filipino Citizen
 - (iv) Must be at least High School Graduate
 - (v) With at least three (3) years of experience in Security Services;
 - (vi) Must have completed private security Training from a government or duly registered and accredited private training institution/s;
 - (vii) Must have undergone first-aid and basic life support course certified by the Philippine National Red Cross
 - (viii) Must have basic knowledge of emergency response protocols such as earthquakes, fire, etc.
 - (ix) Trained in the safe handling of firearms and properly screened and cleared by PNP, NBI and other concerned government offices as evidenced by valid clearances
 - (x) With Valid license to exercise Private Security Profession (Card or certification issued by PNP-Supervisory Office for Security and Investigation Services)
 - (xi) Of good moral character and must not have violated any rules and regulations under R.A. 5487 and its Implementing Rules and Regulations (IRR)
 - (xii) With proof of Neuro-psychiatric and Drug Testing Clearance from any accredited Drug Testing Laboratory issued within the last two (2) months
 - (xiii) Fit to Work as evidenced by a medical certificate issued within the last two (2) months (specify that the security guard is fit to work)
- c. The Service Provider shall submit during Contract Signing the employee file of each security guard with complete attachments such as but not limited to, resume, training

certificate, government-mandated clearances and licenses, medical certificate, and physical and neuropsychiatric test results.

- d. With NO additional cost to TanWD, the Service Provider shall deploy the security guards and render duties side by side with the personnel of the outgoing security provider one (1) day before the formal assumption.
- e. The Service Provider shall assign a Detachment Commander who must be a Security Officer License Holder to monitor the performance of the security guards and handle consolidation of daily time cards periodically in preparation for the monthly billing to TanWD. The Service Provider shall ensure that security guards perform security services in accordance with TanWD Operating Policies and Procedures (Annex “C”) and Security Plan of TanWD (Annex “D”)

2.0 Provision of Uniform, Security Equipment and Paraphernalia

- a. The Service Provider shall ensure that the security guards assigned to TanWD shall observe proper Philippine National Police Supervisory Office for Security and Investigation Agencies-prescribed uniforms.
- b. The Service Provider shall issue the prescribed uniform, security equipment, and paraphernalia at least two (2) weeks before the final assumption except for the service firearms which will only be issued on the day of assumption to duty.
- c. The Service Provider shall provide the following security equipment and paraphernalia, which are brand new or in good operational condition:

Item	Description	Quantity
1.	At least One (1) set of prescribed uniform (day and nightshift) including protective gears	11
2.	Nightstick/Baton	
3.	Whistle	
4.	First-Aid Kit with Basic Medical Items	
5.	Handcuffs	
6.	Raincoat	
7.	Rainboots	
8.	Heavy Duty Umbrella	7
9.	Heavy Duty Flashlights	7
10.	Logbook	10
11.	Service Firearms with Ample Ammunition <ul style="list-style-type: none"> ➤ With license and registered under the name of the security agency ➤ Operational, functional, and well-maintained handguns ➤ Security Guards who shall be handling the firearms must have prior training 	at least seven (7) units
12.	Communication Radio <ul style="list-style-type: none"> ➤ For VHF/UHF two-way radio ➤ For Hand-Held Radio or smartphone using Internet Protocol hand-held radio with registered simcard 	At least eight (8) units At least eleven (11) units including three (3) spare batteries

	<p><i>Note: If hand-held communication radio (VHF/UHF two-way radio) will be provided, three (3) units mobile communication base radio (VHF/UHF) with at least 50 watts power capacity and antenna mast for wide coverage must be installed in the following areas:</i></p> <p><i>A. TanWD Main Office</i></p> <p><i>B. Sampaloc Sub-Office</i></p> <p><i>Poblacion 600 cu.m. Concrete Ground Reservoir</i></p>	
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3.0 Service Standards and Conditions

Deployed security guards shall be professional and courteous at all times. The expected service standards and conditions are as follows:

- a. Security guards shall at all times ensure the security of TanWD Officials and employees, physical resources and facilities and to respond to all other security related concerns in accordance with the TanWD Security Plan.
- b. The Service Provider shall recommend the enforcement of policies, rules and regulations of TanWD and, upon the approval of the Head of Agency, implement them in order to maintain peace and order within the TanWD premises.
- c. Whenever required by the Admin-GSO, or if deemed necessary by the Detachment Commander, the Service Provider shall conduct an investigation concerning any security breach within the TanWD Office premises, including the commission of any violations and/or crime, and submit a report to the Admin-GSO as instructed.
- d. The Service Provider shall assume full responsibility and undertake to reimburse TanWD for losses, damages, and injuries caused to TanWD's properties and personnel, which the Service Provider is bound to secure and protect.
- e. The Service Provider warrants to make available, at all times, relievers and/or replacements to ensure continuous and uninterrupted services in case of absences, and shall execute the necessary supervision over the work of its personnel.
- f. The Service Provider warrants its compliance and adherence to Labor Laws and to the Ethical Standards and Code of Conduct as provided in Republic Act No. 5487 and its IRR. A monthly certificate of compliance shall be required of the Service Provider as an attachment to its billing statement.

4.0 General Conditions

- a. The TanWD has the right to effect changes in the assignment/deployment of the security guards at any time during the contract period through a written notice to the Service Provider. Likewise, the TanWD may increase or decrease the number of security guards as may be necessary. In such an event, any corresponding adjustment in the cost shall not exceed the contract price.
- b. The Service Provider shall not reshuffle personnel without the prior clearance/approval of the Admin-GSO which hereby reserves the right to reject any proposal to reassign personnel if such reassignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matters of disciplinary action toward the personnel of the Service Provider, the Admin-GSO shall cooperate with the Service Provider or vice versa by means of mutual consultation.
- c. The Service Provider shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.
- d. The Service Provider agrees that the TanWD, through the Admin-GSO, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Service Provider.
- e. The Service Provider shall provide the security guards with their monthly pay slip containing the necessary information on it. The Service Provider shall comply with the laws governing labor standards and employee compensation. A certificate for the purpose shall be required from the Service Provider.

- f. The Service Provider shall provide the personnel with appropriate uniforms, and protective gear and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.
- g. The Service Provider shall have one (1) reliever for TanWD available at any time to take over in case some regular personnel are absent at no extra cost to the District. No trainees shall be allowed as a reliever even if they are allowed and identified as such. Said relievers shall be required to submit the Duty Detail Order before the takeover.
- h. The Service Provider shall conduct security check and preventive maintenance of security equipment regularly and shall provide the Admin-GSO of the Inspection Report.
- i. The Service Provider shall ensure the confidentiality of information

5.0 Payment Terms

- a. The Service Provider shall pay its personnel not less than the prevailing minimum wage and provide the other benefits mandated by law. The Service Provider shall comply with the laws and rules governing labor standards and employee compensation. A Certificate of Compliance for the purpose shall be required from the Service Provider to accompany the monthly billing statement.
- b. The Service Provider shall submit, along with the monthly billing statement, an original copy of the duly accomplished payroll sheet and daily time record, copy of receipts, prescribed reports stamped received by SSS, Pag-IBIG, PhilHealth, and ECC as proof of remittances of employer's and employee's contributions for SSS, PhilHealth, and Pag-IBIG premiums of the security guards assigned to the TanWD.
- c. The Service Provider in the performance of its services shall secure, and maintain at its own expense all registration, licenses, or permits required by law, and shall comply with all pertinent rules and regulations. The Service Provider's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules, and practices.

6.0 Performance Review and Assessment

- a. The Admin-GSO shall conduct a periodic review to ensure compliance of the Service Provider with the technical specifications, as well as with the other terms and conditions imposed by the TanWD during the contract period.
- b. The Admin-GSO shall conduct a physical count of Security equipment, and Paraphernalia based on item no. 2.0, anytime during the contract period.
- c. Further, the Admin-GSO shall conduct a mid-term and year-end assessment or evaluation of the Service Provider (see Annex "F"). Based on its assessment, the TanWD may pre-terminate the contract for failure of the Service Provider to perform its obligations thereon following the procedures prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated December 22, 2004.



REPUBLIC OF THE PHILIPPINES

TANAY WATER DISTRICT

#41 F.T. Catapusan Street, Tanay, Rizal

Annex "B"

SECURITY GUARDS ASSIGNMENT/TOUR OF DUTY

TanWD Main Office, #41 F.T. Catapusan Street, Brgy. Plaza Aldea, Tanay, Rizal

NUMBER	SECURITY STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
1ST SHIFT				
1	Building (Main and Back Gate/1 st -4 th Floors), Surroundings, Roving	0600H-1800H	12	MON-SUN
2ND SHIFT				
2	Building (Main and Back Gate/1 st -4 th Floors), Surroundings, Roving	1800H-0600H	12	MON-SUN

TanWD Sub-Office, Lotus Ville, Brgy. Sampaloc, Tanay, Rizal

NUMBER	SECURITY STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
1ST SHIFT				
3	Building (Main and Back Gate), Surroundings, Roving	0600H-1800H	12	MON-SUN
2ND SHIFT				
4	Building (Main and Back Gate), Surroundings, Roving	1800H-0600H	12	MON-SUN

TanWD Septage Treatment Plant, Sitio Daong, Brgy. Plaza Aldea, Tanay, Rizal

NUMBER	SECURITY STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
1ST SHIFT				
5	Building, Treatment Facilities, Surroundings, Roving	0600H-1800H	12	MON-SUN
2ND SHIFT				
6	Building, Treatment Facilities, Surroundings, Roving	1800H-0600H	12	MON-SUN

De Castro Elevated Steel Tank, De Castro Subdivision, Brgy. Plaza Aldea, Tanay, Rizal

NUMBER	SECURITY STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
2ND SHIFT				
7	Water Facilities, Surroundings, Roving	1800H-0600H	12	MON-SUN

600 Poblacion Concrete Ground Reservoir, Little Paradise, Brgy. Tandang Kutyo, Tanay, Rizal

NUMBER	SECURITY STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
1ST SHIFT				
8	Water Facilities, Surroundings, Roving	0600H-1800H	12	MON-SUN

2ND SHIFT				
9	Water Facilities, Surroundings, Roving	1800H-0600H	12	MON-SUN

600 Sampaloc Concrete Ground Reservoir, J.P. Rizal Street, Brgy. Sampaloc, Tanay, Rizal

NUMBER	SECURITY STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
2nd SHIFT				
10	Water Facilities, Surroundings, Roving	1800H-0600H	12	MON-SUN

100 Sampaloc Concrete Ground Reservoir, URS, Sitio Mayagay, Brgy. Sampaloc, Tanay, Rizal

NUMBER	SECURITY STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
2nd SHIFT				
11	Water Facilities, Surroundings, Roving	1800H-0600H	12	MON-SUN

I hereby commit to comply and deliver the above requirements.

Name of Bidder/Company

Signature of Company
Authorized Representative

Date



REPUBLIC OF THE PHILIPPINES

TANAY WATER DISTRICT

#41 F.T. Catapusan Street, Tanay, Rizal

Annex "C"

OPERATING POLICIES AND PROCEDURES

This operating policies and procedures of the Security Guards are hereunder grouped into functions, duties and responsibilities, place of assignments, number of hours of duties, equipment requirements, and actions to be followed in times of natural and man-made disasters.

I. DUTIES AND RESPONSIBILITIES OF THE SECURITY AGENCY AND SECURITY GUARDS

1. Headquarters, Security Agency

- a. Act as liaison with TanWD Management
- b. Provide guidance to the Detachment Commander
- c. Extend managerial support to the Detachment Commander.
- d. Procure supplies and equipment that are needed by the Security Force.
- e. Provide assistance to the members of the Security Force assigned at TanWD
- f. Monitor the daily operations of the Security Force at TanWD installations
- g. Provide security related services like VIP escort, background investigation, surveillance and other duties as the TANWD management may direct
- h. Responsible to the TanWD management for the implementation of all rules and regulations relevant to security matters.
- i. Submits schedule of security guards at least one (1) week before duty
- j. Maintains cleanliness and orderliness of guard post.

2. Detachment Commander or Officer-In-Charge

- a. Has overall responsibility of the members of the security force in all TanWD posts.
- b. Provide leadership and direction for the Shift-In-Charge and Security Guards.
- c. Responsible to TanWD Management for the implementation of rules and regulations relevant to security matters.
- d. Monitor the performance and efficiency of guards and recommend the relief of misfits.
- e. Serve as liaison between TanWD and the Security agency.
- f. Prepare and submit special reports of untoward incidents.
- g. Submit and prepare guard detail order and monthly security report and conditions of secured properties.
- h. Advise TanWD officials and employees concerned regarding measures to be undertaken to improve the security of the building premises.
- i. Conduct Troop Information and Education to all guards once a month or as need arises.
- j. Ensures cleanliness and orderliness of all guard posts.

3. Post Guards

- a. Operate and enforce the system of personnel identification.
- b. Observe and patrol designated perimeters, areas, structures and activities of security interest.

- c. Apprehend persons attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.
- d. Check depositories, rooms or building of security interest any time, in addition to the normal working hours to determine they are properly locked and are otherwise in order.
- e. Enforce the established system control over the removal of property and material from compound, as maybe applicable.
- f. Respond to protective alar signals or other indicators of suspicious activities of lawless elements.
- g. Submits reports of any unusual incidents.
- h. Maintains cleanliness and orderliness of guard post.
- i. Perform other duties as TanWD and/or the security agency may direct.

4. Main Building Guards

- a. To ensure, upon duty that all security guards are equipped with the right gear and proper uniform. Walk around the building and make sure there is no suspicious activity occurring. Security personnel are expected to perform at their highest level at all times. All security personnel must have good social skills as they are the representatives of the District. They should at all times be polite to clients, guests, officials and employees. Screen and guide visitors to the office where they will be transacting. Also notify by phone the official or employee to be visited.
- b. All security personnel must be alert when dealing with people coming in and out of the building even if there are other security measures in place. Inspect all bags and parcels to ensure that no deadly weapons/paraphernalia brought inside the compound.
- c. Advise the employees to pin their identification cards upon entry to the office.
- d. Issue a visitors pass in exchange of a current and valid government issued identification card. Advise all visitors to pin their visitor's ID while inside the office premises.
- e. Assist walk-in clients in securing number from the queuing machine.
- f. All security personnel should not sleep on duty. If they are working the graveyard shift, they should not spend those hours sleeping because they are paid to be the eyes and ears of the District. They should be aware of their surroundings at all times.
- g. Maintain and safekeeping of the following:
 - Logbook of Personnel – must contain the date, time of arrival, departure and other activities of personnel including record of injuries, accidents and other important activities/details
 - Logbook of Visitors – must contain the date, name of visitor, originating office, purpose, name of personnel to transact with, time of arrival and departure, plate no. of vehicle and other important details
 - Logbook for Correspondences – must contain the date and time, addressee, originating office, courier.
- i. Not allow TanWD vehicles to leave the compound without the necessary trip ticket duly signed by the authorized signatory. In case of emergency and trip ticket cannot be secured first, record the vehicle and the name of the Driver in the logbook for record purposes.
- j. Control the parking of vehicle of visitors to the designated parking area. Employee's vehicles shall be allowed entry and to park in the designated area for privately owned vehicles.
- k. Prohibit individuals or groups from loitering in the lobbies or building entrances.
- l. Prohibit vendors or solicitors from entering the office during office hours.
- m. Secure all main entry/exit doors and gates during and after office hours in order to prevent entry of people carrying deadly weapons, explosive, toxic chemicals,

contraband items, prohibited drugs and other harmful materials to prevent pilferage and any property destruction.

- n. Conduct inspection of all offices inside the building after office hours to switch off all electrical equipment neglected by the TanWD employees. Unplug electrically operated office equipment and appliances left by employees.
- o. Switch-on/off all necessary perimeter security lights within area of his responsibility.
- p. Submits reports of any unusual incidents.
- q. Monitor security at all times through the CCTV monitor installed at the Guard post. Ensure that the monitor is working properly all the time and report any problem to the Administrative Division.
- r. Be familiar with the fire alarm system as well as the location of fire-fighting apparatus.
- s. Maintain cleanliness and orderliness of guard post.
- t. Perform other duties as TanWD and/or the security agency may direct.

II. COMPOUND/BUILDING SECURITY ACCESS SYSTEM

Secure all main entry/exit doors and gates during and after office hours in order to prevent entry of people carrying deadly weapons, explosives, toxic chemicals, contraband items, prohibited drugs and other harmful materials to prevent pilferage and any property destruction.

- A. *Check entry of packages, boxes, equipment, firearms and other deadly weapons, etc., to prevent destruction or loss of lives and properties (e.g. bombs).*

For hand-carried items: The guards shall:

- a. Monitor by using metal detector and frisk suspicious looking people of deadly weapons, explosives, contraband items, prohibited drugs and other harmful substances.
- b. Inspect all bags and parcels to ensure that no deadly paraphernalia brought inside the compound.
- c. Inspect the surroundings for suspicious objects which do not belong to the ground.
- d. Require individuals possessing firearms to leave/deposit the firearm to the security guard after issuing a deposit slip.
- e. Turn over to the nearest police station individuals who are found possessing deadly or other harmful materials and/properties.
- f. Call the recipient of the delivery boxes to confirm whether or not he/she is expecting delivery boxes/properties.

For vehicles of visitors, clients and employees:

- a. Maintain a record of departure and arrival of vehicle within client premises. The record will indicate the plate number, time-in and out, the name of the driver and company.
- b. All vehicles entering the compound will be subject to through inspections. The guard will require the vehicle owners to open its compartment for inspection if there are illegal contraband items onboard, and if there is such, initiate arrest.
- c. Direct the inward and outward flow of traffic and apply existing parking regulations.
- d. Visitors who refuse to subject his vehicle for inspection shall be denied entry.
- e. The guards at the entrance gates must be equipped with the under-chassis mirror for inspection under the vehicle.

- B. *Record entry of packages (except food items), boxes, equipment, firearms and deadly weapons.*

The guard shall:

- a. Maintain a record of visitor's logbook within its post. The logbook will indicate the name of the visitors, company/residence address, purpose of visit, signature and time in/out.
- b. Verify with the recipient of delivered boxes if he is expecting any delivery.

C. Safekeeping of the deadly weapons

- a. Individuals found in possession of deadly weapons will be subject for investigation. If he is authorized by law, the owner will deposit the firearms/weapons to the guard and the duty guard will issue a deposit slip indicating the name of the owner, model/type/caliber of firearm, date & time in/out. When the owner needs to leave the compound he/she must surrender the deposit slip to the guard to retrieve his weapons/firearms.
- b. Individuals in possession of deadly weapons who are found unauthorized by law will be apprehended and turned over to the nearest police station.

D. Check exit of package, boxes, equipment, firearms, and deadly weapons.

Hand-carried TanWD property brought out of the compound shall be accompanied with property pass slip signed by the authorized TanWD property officer.

- a. Guards shall deny the pull-out of the TanWD property that is not covered by pass slip.
- b. Guards must inspect and ensure that the property being brought out are indicated in the property slip or gate pass. They will record the name/kind of the equipment including the serial number, person responsible, time and date. Sealed boxes brought outside the complex will be required for inspection.

E. Exiting vehicle

- a. The gate guard will require the owner of every vehicle intending to leave the area to open its trunk compartment. If TanWD property is found on board, pass slip or gate pass shall be required.

III. CHECK ENTRY OF INDIVIDUALS FOR PROPER IDENTIFICATION

- a. TanWD employees who are issued TanWD ID cards upon employment shall wear them at all times.
- b. Employees who do not have their ID cards must be advised to secure TanWD ID at the GSO.
- c. Strict implementation of "NO ID. NO ENTRY" system on all gates and entrances of TanWD for security purpose shall be imposed.
- d. Visitors are required to present/show valid identification, such as school or office ID, voters ID, etc. before signing in on the logbook. Then they are required to leave their personal ID in exchange of a Visitor's pass which they will wear while inside the compound.
- e. Direct/guide lost visitor and other non-organic personnel who transacted business within the compound.
- f. All guards at the entrance and exit areas shall maintain a logbook or log sheets for visitors. Logbooks must be kept in the security office, and shall be made available when asked for verification purposes.

IV. CHECK ENTRY OF VISITORS WITH VEHICLES

- a. A control on the number of vehicles entering will be implemented to avoid congestion. The guard shall require the owner or driver of the vehicle to leave his license to the guard at the entrance gate. The guard at the gate shall require the owner or driver of the vehicle to present his/her driver's license for record

purposes. The guard shall record the driver's name, type of vehicle, plate number of the vehicle and time of entry.

- b. The guard at the parking area shall direct the visitors where to park his/her vehicle.
- c. The guard on duty must properly control and direct the entrance of any vehicle into the designated parking areas. Loading and unloading operations shall be supervised by the guards to ensure that only authorized materials are being loaded or unloaded inside the compound.
- d. The guard shall direct the inward and outward flow of traffic and employ existing parking regulations. He must also direct traffic at the parking area to avoid congestion.

V. CHECK ENTRY OF PRIVATE CONTRACTORS FOR PROPER ID, DECORUM AND AUTHORIZATION

- a. Monitor the entry of contractor's personnel working inside the TanWD compound.
- b. Require the contractor's personnel to present his authority i.e. request for repair in order for the guards to verify the veracity of the request by conforming with the issuing official.
- c. When contractual repairs are being undertaken, employees of the contractor must be accompanied at all times by the client representative while performing the repairs. These workers must be wearing safety gadgets for their safety and well-being.
- d. Personal belongings of these contractor employees shall be inspected when entering and departing the area.

VI. RECORD THE ENTRY OF VISITORS, VENDORS, SERVICEMEN, ETC.

- a. Upon entry at the compound, the guard shall require them to sign/log in the visitor's logbook indicating the name, address, purpose, time in and out, and their individual signature.
- b. The guard will issue a gate Pass/ID for visitors for proper identification in exchange of their valid ID.
- c. Guide visitors to his/her destination

VII. EMERGENCY PLAN

The security and emergency plan are the procedures to be followed by the Security Guards during disaster whether natural or man-made calamity.

A.Fire

In case of fire, responding guard shall first determine the cause of fire. After determining, he shall use fire extinguisher intended for that classification of fire.

If the fire cannot be stopped, the guard shall immediately push the alarm button. Any guard who hears this alarm shall immediately initiate the following;

1. Call the nearest fire department.
2. All emergency exits shall be opened.
3. Identify and prepare safe place for evacuation and for temporary use by the victims.
4. Record the event of fire from time to time, e.g. color of smoke, speed of fire, location and the origin of fire. This will help fire investigators in locating possible evidences.

B. Bomb Threat

Bomb threats are usually received through telephone. Experts say that 99 % of which is negative and only 1% is positive. In this kind of situation, precautionary measures shall be immediately initiated.

In case of bomb threat, the following shall be initiated by the security force assigned at TanWD:

1. To avoid panic among the employees inside the building, security guard shall use a coded music or sound that will alarm only the top management or security guard of a bomb threat.
2. Coordinate with the local law enforcement authorities, call the bomb disposal units and inform the fire department.
3. Cordon the area that is being identified by the caller and as much as possible know the location of the bomb.
4. Evacuate all personnel from the area and people in the nearby places that may be reached by the explosion.

C. Typhoons

Typhoons can be monitored through news report. This kind of calamity may cause loss of properties and even lives. Security personnel must follow these instructions:

1. Observe the surroundings and detect possible danger from falling branches or any object placed on a higher ground.
2. If the area is flooded, check if the water reaches the electrical outlets, if so, inform the maintenance section to switch-off the power line
3. Prepare all emergency lights for possible power cut-off.
4. Locate safe places for evacuation in case the situation will worsen.
5. Monitor radio news report to be up-dated of the situations.
6. After the typhoon, request maintenance personnel to inspect all electrical lines especially plugs in the lower level for possible damage

D. Reported loss and incident of theft/robbery case

1. Upon receiving a complaint for loss of properties, the supervisor shall immediately proceed to the scene of the crime for possible preservation and recovery of traces of evidence.
2. If possible, take a photograph of the scene, but do not touch anything.
3. List down personnel present during the discovery of the loss.
4. Conduct initial inquiry to the informant and other personnel that may have a knowledge about the case.
5. Summon assistance from agency investigators if the need arises.
6. Blotter the incident with the nearest police station that has jurisdiction of the place.
7. Prepare Incident Report and submit the same to the TanWD Management for proper coordination. Conduct investigation of the case and submit progress reports.

E. Picket/Strike

In the event of any projected strike or work stoppage in the office, the following course of action is highly recommended:

1. Notify the management or its authorized representatives.
2. Keep in contact with the management for further instruction.
3. Request for additional security guards to enforce perimeter guards to prevent possible looting, sabotage and vandalism.

F.Hostage Situation

Hostage situation is a complicated case, so we normally course the handling of the case to an expert of the PNP or other law enforcement agency with expertise in this kind of situation. However, the guard in the area of responsibility facing this kind of situation can help by doing the following:

1. Guards shall immediately notify TanWD management thru the GSO and at the same time the nearest PNP unit of the hostage situation for immediate help.
2. Guards must keep the line of communication open for the hostage taker and if necessary, the hostage victim in order to determine the motive and purpose of the hostage taker.
3. Guards must avoid being reckless and avoid any confrontational approach with the suspect.
4. Guards on duty shall not allow other people to intervene, it might worsen the situation.
5. Wait for the arrival of the PNP personnel and other government authorities who are experts in crisis management for hostage taking.

G.Earthquakes

Earthquakes are natural hazards and it cannot be predicted. Our priority concern here is to set in place procedures of how we can help mitigate or prevent damages to a minimum level;

- a. During earthquakes one must remain calm and avoid panic.
- b. When one is inside the building, he or she shall avoid using the elevator because chances are there might be power failures and he might be trapped inside.
- c. Stay away from electrical cable and wires because this might erupt and can cause electrical shock.
- d. If necessary, stay under the table or anything that shall give your head ample protection from falling debris.
- e. Guard on post must immediately assist to the best of his ability to protect and evacuate to a safer area the concerned VIPs and employees of TanWD.
- f. Send immediately those employees hurt in the course of the quake to the nearest hospital.
- g. Search for other persons left in the building after evacuation and report all damages in properties and injured person to the GSS as well as to the security agency.

In case of an earthquake, security guard/s are expected to act as first responders, therefore they must have undergone the basic course in the basic life support or first aid.

OTHER SERVICES:

The security agency on its account shall provide additional services to TanWD, free of charge, namely:

- a. Nightly inspection of the guards on post by designated agency inspectors;
- b. Investigate reports on security agency personnel irregularities in connection with their service/work, including investigation on reported losses. This task is handled by agency investigator duly accredited by the PNP-SAGSD;
- c. A monthly Troop Inspection and Education (TIE) of the security guards to acquaint them on policies, rules and regulations of TanWD;
- d. In-service training program and re-training of security personnel, especially on the four basic rules of gun handling.
- e. Other security gadgets/equipment which the TanWD may require to meet the growing needs.

I hereby commit to comply and deliver the above requirements.

Name of Bidder/Company

Signature of Company
Authorized Representative

Date



REPUBLIC OF THE PHILIPPINES

TANAY WATER DISTRICT

#41 F.T. Catapusan Street, Tanay, Rizal

Annex "D"

SECURITY PLAN OF THE TANAY WATER DISTRICT

I. MISSION

To conduct comprehensive security operations for the protection of TanWD officials and employees, visitors and properties against assault, arson, mischief, pilferage, robbery, sabotage, terrorism and theft, including safety measures and response to prevent and minimize loss or damage from calamities and civil disturbance.

II. OBJECTIVE

- To undertake security measures for total protection of TanWD officials and employees, visitors and properties against theft, sabotage, arson, pilferage, robbery and other unlawful acts.
- To undertake other security operations such as traffic/crowd control and respond to emergencies (man-made or natural).
- To undertake preventive measures that will deter unauthorized individuals from entering the TanWD compound.
- To enforce existing TanWD security rules and regulations on personnel.
- To perform other functions as deemed necessary by TanWD management.

III. CONCEPT IMPLEMENTATION

1. Pre-Deployment Phase

In coordination with TanWD management and the outgoing agency contractor, the incoming security contractor shall organize an advance team who will conduct pre-deployment orientation on site. At the expense of the winning bidder, the said advance team will render duties side by side with the personnel of the outgoing security provider one (1) day before the formal assumption.

2. Service Take-Over/Deployment Phase

- a. A minimum of eight hours before the expiration of the security contract of the outgoing security contractor, the incoming security force listed in the manning detail order must attend a briefing to be conducted by the TanWD Administrative Service Officer. Thereafter, they shall be posted alongside with the outgoing security guards to get acquainted with the new assignments.
- b. A list of incoming security personnel who will take over duties at TanWD together with their 201-File containing curriculum vitae or resume, licenses and mandatory clearances (as stipulated in the Bid Documents) shall be submitted on the schedule to be set by the Admin-GSO for her scrutiny and approval

including trainings certificates which show proof that they have undergone required training for security guards and must have the knowledge of traffic rules and regulations.

- c. During the actual take-over of duties at TanWD, the security guards shall be accompanied and closely supervised by a Senior Official of the incoming security contractor (agency).
- d. All incoming security personnel who will assume to take over duties shall report in proper uniform with head gears and paraphernalia, prescribed equipment (as prescribed in the submitted Technical Proposal) and all necessary documents such as duty detail order, guard's license, copy of firearms license, and individual company ID.
- e. Weekly submission of incident reports to Admin-GSO for record purposes but unusual/untoward incidents must be reported immediately after their occurrence

3.Logistics

- a. Security contractor will provide security force with the minimum equipment required under the bidding rules such as firearms, licensed radio communication equipment and other equipment deemed necessary in the effective implementation of security policies, rules and regulations of TanWD.
- b. The Security Contractor will also provide the daily time record (DTR) and other logistical supplies such as logbooks, uniforms and paraphernalia.

I hereby commit to comply and deliver the above requirements.

Name of Bidder/Company

Signature of Company
Authorized Representative

Date



REPUBLIC OF THE PHILIPPINES

TANAY WATER DISTRICT

#41 F.T. Catapusan Street, Tanay, Rizal

Annex "E"

1. Computation of Liquidity of the Contractor

- a. $\text{Current Ratio} = \text{Current Assets} / \text{Current Liabilities}$

- b. $\text{Quick Ratio} = (\text{Cash \& Equivalents} + \text{Marketable securities} + \text{Accounts Receivable}) / \text{Current Liabilities}$

- c. $\text{Cash Ratio} = \text{Cash \& Equivalents} / \text{Current Liabilities}$

- d. $\text{Net working Capital \% Revenue} = \text{NWC} / \text{Revenue}$

- e. $\text{Net Debt} = \text{Total Debt} - \text{Cash \& Equivalents}$

2. Organizational Set-up

I hereby commit to comply and deliver the above requirements.

Name of Bidder/Company

Signature of Company
Authorized Representative

Date

PERFORMANCE CRITERIA

The duration of the contract to be bid shall be from January 1, 2025 to December 31, 2027, subject to performance evaluation before the end of each contract year based on the set of Performance Criteria. The Service Provider/Contractor should maintain a satisfactory level of performance throughout the term of the contract based on the following set of Performance Criteria:

I. PERFORMANCE CRITERIA

1. Quality of Service Delivered		40%
a. Implementation of a control system in the workplace and security jurisdiction for the safety and security to life and property.		20%
b. Responsiveness to clients' needs and to complaints and/or incident reports.		10%
c. Availability of firearms, communication devices and/or motor vehicles		5%
d. Courtesy and decorum		5%
2. Management and Suitability of Personnel		25%
a. Supervision and accountability		8%
b. Qualification of assigned guards, training for physical fitness and martial arts		7%
c. Physical Appearance (uniforms and other paraphernalia)		5%
d. Change and/or replacement of assigned guards		5%
3. Contract Administration and Management		25%
a. Assignment of guards at designated area/s		10%
b. Implementation of TanWD rules and regulations and compliance to other obligations per contract		8%
c. Compliance to labor laws and social insurance regulations		7%
4. Time Management		5%
a. Tasks which are important and urgent		3%
b. Tasks which are either important or urgent, but not both		1%
c. Tasks which are neither important nor urgent, but routine		1%
5. Provision of Regular Progress Reports		5%
a. Exception/Incident Report		2%
b. Monthly Deployment Report		2%
c. Other Reports that may be required by the Administration Sector		1%
		100%

The General Services Officer shall evaluate the performance of the Security Agency under contract by adopting the above Performance Criteria. The average of the five (5) ratings of the GSO should not be less than 80% to qualify for the extension of the contract for another year. The result of the performance evaluation is non-appealable.

I hereby commit to comply and deliver the above requirements.

Name of Bidder/Company

Signature of Company
Authorized Representative

Date

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

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

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

Financial Documents

- g) 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

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- c) *[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.
- d) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity

Section IX. Bid Forms

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 **Multi-Year Contract for the Delivery of Security Services for 2025-2027** 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 details provided herein and made part of this Bid. The total bid price includes the cost of all taxes.

COST DISTRIBUTION		
MULTI-YEAR CONTRACT FOR THE DELIVERY OF SECURITY SERVICES COVERING 2025-2027		
	395	395
Days worked per week	12 hrs work per day without night differential	12 hrs work per day with night differential
No. of days/year		
New Daily Wage (DOLE WO IVA-21)	479.00	479.00
	DS	NS
1. Amount Directly to Guard		
a. Ave. Pay/Month		
b. Night differential Pay		
c. 13th month pay		
d. 5 days Incentive Pay		
e. Uniform Allowance		
f. Overtime Pay (<i>as per sec. 7.5, DOLE D.O.# 150-16 s.2016</i>)		
1 ordinary days		
2 Restdays		
3 Regular Holidays		
4 Special Days		
2. Amount to Gov't in Favor of Guard		
a. Retirement Benefit (R.A. 7641) (DW x 1.875)		
b. SSS Premium		
c. Worker's Investment and Savings Program (SSS Provident)		
d. Philhealth Contribution (5% of AP/M)		
e. State Insurance Fund (SSS EC)		
f. Pag-Ibig Fund (Pag-IBIG Circular No. 460)		
Amount to Gov't in Favor of Guard		
A. TOTAL AMOUNT TO GUARD & GOVT		
B. AGENCY FEE		
Administrative Overhead and Margin (20%) Based on RA No. 11917		
C. VALUE ADDED TAX		
VAT - RMC - 039-20-07 (Agency Fee x 12%)		
MINIMUM CONTRACT RATE FOR 12 HRS PER GUARD		
No. of Guards	4	7
Sub-Total per shift		
2025 (12 months) ABC		
12 MONTHS APPROPRIATION FOR GUARDS		

Name of Bidder: _____

Name and Signature of Authorized Representative: _____

Position/Designation: _____

Date: _____

NOTE: Salaries/wages, other benefits, and administrative and operating overhead should be in accordance with the prevailing laws, rules and regulations. Please be guided that failure to comply with the said prevailing laws, rules and regulations shall be subject to disqualification for being patently insufficient in the Bid submitted.

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.

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, 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: _____

For Goods Offered From Abroad

Name of Bidder _____ Invitation to Bid¹ Number ____ 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)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

¹ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From the Philippines

Name of Bidder _____ Invitation to Bid² Number _ 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 Insurance 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)

_____ *[signature]*

_____ *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

² If ADB, JICA and WB funded projects, use IFB.

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

Omnibus Sworn Statement

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

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

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 Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

