

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher's Camp, DepEd Bagabag, DepEd Taguig Facilities, and DepEd NEAP (Rebid)

Government of the Republic of the Philippines

Central Security and Safety Office (CSSO)

MARCH 2021

2021-CSSO(001)-BI-CB-001a

**Sixth Edition
October 2020**

Preface

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

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

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

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

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

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

Table of Contents

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

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Department of Education



PROCUREMENT MANAGEMENT SERVICE

OD ☎ 8633.7232 PPMD ☎ 8636.6543 CMD ☎ 8635.3762
Rm. M-511, 5th Floor, Mabini Bldg., DepEd Central Office Complex, Meralco Avenue, Pasig
City, Philippines
☎ 8 636.6542 / 8 633.9343 / email: depedcentral.bacsecretariat@deped.gov.ph

PROJECT NO.: 2021-CSSO(001)-BI-CB-001a

INVITATION TO BID

FOR THE

***Procurement of Security Services for DepEd Central Office,
DepEd Baguio Teacher's Camp, DepEd Bagabag, DepEd
Taguig Facilities, and DepEd NEAP (Rebid)***

1. The **Department of Education (DepEd)**, through the *Government of the Philippines (GOP) under 2021 GASS Funds*, intends to apply the sum of **Philippine Pesos Fifty-Three Million, Two Hundred Twenty-Four Thousand, Seven Hundred Sixteen and 60/100 (Php 53,224,716.60)**, being the ABC to payments under the contract for **Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher's Camp, DepEd Bagabag, DepEd Taguig Facilities, and DepEd NEAP (Rebid)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DepEd**, through the **Bids and Awards Committee (BAC) I**, now invites bids for the goods and services contemplated in this project and as detailed in the Schedule of Requirements and the table of Technical Specifications indicated in the bidding documents. Delivery of the Goods/Security Services shall be made by the Security Agency on a monthly basis for the period covering **nine (9) months**.

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

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *"pass/fail"* criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

- a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **DepEd Procurement Management Service** at **Telephone Nos. 8636-6542 or 8633-9343** and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:00am to 5:00pm.**
5. For those who are interested to purchase the Bidding Documents, two (2) options are made available, to wit:
 - a. A complete set of Bidding Documents may be acquired by interested Bidders from the **DepEd Procurement Management Service, Room M-511, 5th Floor, Mabini Building, DepEd Central Office Complex, Meralco Avenue, Pasig City**, upon accomplishing a bidder's information sheet and payment of a non-refundable fee for the Bidding Documents to the **DepEd Cashier**.

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

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

Only Cash, Cashier's Cheque and Manager's Cheque will be accepted.

Amount of Bidding Documents shall be as follows:

Lot	Bidding Documents Fee
1	50,000.00

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. Considering the current situation due to the pandemic (COVID-19) and the mandate to observe social distancing, **DepEd** will hold a pre-bid conference for this Project on **April 8, 2021, 10:00 A.M. through videoconferencing using the MS Teams**, which shall be open to prospective bidders. Section 22.3 of R.A. 9184 and its IRR provide that Pre-bid Conference may be conducted in

person or face-to-face through videoconferencing, webcasting, or similar technology, or a combination thereof. Procuring Entities with videoconferencing capabilities that have manufacturers, suppliers, distributors, contractors and/or consultants that also have videoconferencing capabilities may conduct their pre-bidding conferences electronically. The Pre-bid Conference is open to prospective bidders, and in case of procurement of consulting services, the shortlisted bidder, but attendance shall not be mandatory.

Prospective Bidders who intend to participate are required to communicate with the BAC Secretariat through email at depedcentral.bacsecretariat@deped.gov.ph their confirmation and accomplish the Online Pre-bid Conference Form provided (**Annex B**) on or before **April 7, 2021, 12:00 NN**. Upon receipt of this form, the BAC Secretariat Division will send the link of the meeting.

7. Bids must be duly received by the BAC Secretariat on or before **8:30 A.M. of April 21, 2021 at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City.**

Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **April 21, 2021, 9:00 A.M. at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Only two (2) authorized representatives per bidder shall be allowed to attend the Bid Opening and must present an authorization letter approved by the duly authorized officer of the company or the bidder being represented.

For electronic bid submission, the passwords for accessing the Bidding Documents will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology.

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

10. The **DepEd** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Christa O. Nicolas

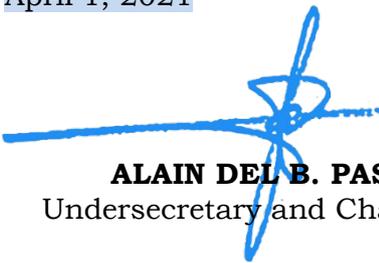
Senior Technical Assistant II
Procurement Management Service - BAC Secretariat Division
Rm. M-511, 5th Floor, Mabini Bldg.
DepEd Central Office Complex Meralco Avenue, Pasig City
Telephone Nos. 8636-6542 or 8633-9343
Email address: depedcentral.bacsecretariat@deped.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:

- PhilGEPS: <https://notices.philgeps.gov.ph/>
- DepEd website: www.deped.gov.ph

Date of Issuance of Bidding Documents: April 1, 2021



ALAIN DEL B. PASCUA
Undersecretary and Chairperson



OUAD00-0321-0277
To authenticate this document,
please scan the QR Code

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd) –Central Security and Safety Office (CSSO)** wishes to receive Bids for the **Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher’s Camp, DepEd Bagabag, DepEd Taguig Facilities, and DepEd NEAP (Rebid)**, with identification number **2021-CSSO (001)-BI-CB-001a**.

The Procurement Project (referred to herein as “Project”) is composed of **One (1) Lot** the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2021 GASS Funds** in the amount of **Philippine Pesos Fifty-Three Million, Two Hundred Twenty-Four Thousand, Seven Hundred Sixteen and 60/100 (Php 53,224,716.60)**.

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within a period of five (5) years prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

a. **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 the lots, and evaluation will be undertaken on a per lot basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lot shall be indicated in **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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Contract for security services. b. completed within a period of five (5) years immediately preceding the deadline for the submission and receipt of bids.
9	<p>Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>The Procuring Entity's address is:</p> <p style="margin-left: 40px;">The Chairperson <i>Bids and Awards Committee (BAC) I</i> <i>c/o Procurement Management Service-BAC Secretariat Division</i> <i>Rm. M-511, 5th Floor, Mabini Bldg.</i> <i>DepEd Central Office Complex Meralco Avenue, Pasig City</i> <i>Telephone Nos. 8636-6542 or 8633-9343</i> <i>Email address: depedcentral.bacsecretariat@deped.gov.ph</i></p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity's website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</p>
10.3	<p>In case of foreign bidders, if the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, they must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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.</p> <p>However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.</p> <p>A Contracting Party refers to a State that has joined the Apostille Convention, whether or not the Convention has entered into force for that State.</p> <p>A Competent Authority refers to the authority designated by a Contracting Party that is competent to issue an apostille. A Contracting</p>

	<p>Party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostille for certain categories of public documents. Information about designated Competent Authorities may be found on the Apostille Section of the Hague Conference website under “Competent Authorities”.</p> <p>The English translation shall govern, for purposes of interpretation of the bid.</p>
13.2	Payment shall be made in Philippine Pesos .
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 Php 1,064,494.33, 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 Php 2,661,235.83, if bid security is in Surety Bond. <ol style="list-style-type: none"> 1. Original Bid Security shall be submitted inside the “Technical Component Envelope, otherwise, the bid shall be rejected or disqualified. 2. Bid Security in the form of Cash should be deposited by the Bidder to the DepEd Cashier prior to bid submission; and submit the original Official Receipt inside the Technical Component Envelope. 3. Bid security in the form of cashier’s/manager’s check should be made payable to “DECS OSEC Trust” 4. The Bid Securing Declaration must be original and should follow the standard form and the required fields of information should be properly filled out, otherwise, it shall be a ground for disqualification of the bids. 5. Bid security in the amount exceeding the required amount of the appropriate bid security stated above is not a ground for disqualification of the bidder’s bid.
14.2	<p>The bid security shall be valid for 120 calendar days reckoned from date of opening of bids. Bids with bid security valid for a shorter period shall be rejected outright as non-responsive.</p> <p>Bid securities, other than a Bid Securing Declaration, shall be turned over to the DepEd Cash Division for custody. The Bid Securing Declaration shall be under the custody of the BAC Secretariat.</p> <p>Bid Security, Performance Security, or Warranty Security shall not contain correction, deletion, crossing-out, expunction, or any form of correction, otherwise, the PE may reject such security.</p>
15	<p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked “ORIGINAL – TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL – FINANCIAL COMPONENT.” In addition, the Bidders shall submit a copy of each of the Technical Component and the Financial Component (hard and soft copy) of their bids in separate</p>

	<p>envelopes, respectively. Then, the bidders shall seal and mark the original and the copies of their bids.</p> <p>In the event of any discrepancy between the original and the copy, the original shall prevail.</p> <p>Original copies of the Class “A” Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor’s Permit, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s).</p> <p>To facilitate the receipt and classification of bid envelopes, outer envelopes shall be color RED, inner envelope containing Technical Proposal shall be color Blue and inner envelope containing Financial Proposal shall be color Green.</p> <p>The following documents which are to be submitted as part of the bids are advised to be produced in electronic forms recorded on three (3) USB / flash drives (both Word format and PDF (or read-only) format)</p> <ol style="list-style-type: none"> 1. Statement of Compliance with Technical Specifications 2. Filled out Price Schedule 3. Filled out Net Financial Contracting Capacity (NFCC) <p>In case of discrepancy in the substance and content between the printed copies and the USB/flash drives, the printed copies shall prevail. Non-submission of electronic copies will not be a ground for disqualification, but the bidder/s are required to submit the same during the post-qualification.</p> <p>Post qualification documents maybe submitted during the bidding but this does not disqualify bidders who will not submit post qualification documents during bid submission.</p> <p>Note: Each Bidder shall submit three (3) paper copies of its bid.</p>
15	<p>Unsealed or unmarked bid envelopes, or in case of bid electronic submission, Bidding Documents not in compressed archive folders and are not password-protected¹, shall be rejected. However, bid envelopes that are not properly sealed and marked or not properly compressed and password-protected as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or improperly</p>

¹ GPPB Resolution No. 09-2020, dated 07 May 2020

	<p>compressed or password-protected folder, or for its premature opening.</p> <p>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.</p>
16.1	<p>The address for submission of bids is <i>Bulwagan ng Karunungan, Ground Floor, Rizal Bldg., DepEd Complex, Meralco Avenue, Pasig City.</i></p> <p>The deadline for submission of bids is <i>April 21, 2021, 08:30 A.M.</i></p>
17.1	<p>The place of bid opening is <i>Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City.</i></p> <p>The date and time of bid opening is <i>April 21, 2021, 09:00 A.M.</i></p> <p>Pursuant to GPPB Resolution 09-2020, for electronic bid submission, the passwords for accessing the Bidding Documents will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology.</p> <p>“In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening of bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of DepEd”.</p> <p>As per GPPB Resolution No. 16-2020 dated 16 September 2020, receipt of scanned copies of the first bid envelope with the required forms prescribed in the revised IRR of RA 9184, for online or electronic bid submission shall be considered as compliant with the requirements of bid submission, subject to the submission of the original copies of the following: (i) Bid Securing D stage shall render the bid securing declaration or other forms of bid security excluding cash; and (ii) Omnibus Sworn Statement by the bidder and duly received by the BAC concerned during the post-qualification stage.</p> <p>Non-submission of the above-mentioned forms on the set period shall render the bid submission as non-compliant and shall result in the post-disqualification of the bid.</p> <p>As per GPPB Resolution No. 16-2020 dated 16 September 2020, receipt of the scanned copies of the second bid envelope with the required forms such as the duly-signed bid form, price schedules, or other forms in the revised IRR of RA 9184, for electronic or online bid submission, shall be considered as compliant with the requirements of the said bid submission.</p>

19.3	<table border="1"> <thead> <tr> <th data-bbox="352 230 475 344">Lot No.</th> <th data-bbox="475 230 1070 344">Description</th> <th data-bbox="1070 230 1382 344">Approved Budget for the Contract (ABC) in Php</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 344 475 479">1</td> <td data-bbox="475 344 1070 479">Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher's Camp, DepEd Bagabag, DepEd Taguig Facilities, and DepEd NEAP(Rebid)</td> <td data-bbox="1070 344 1382 479">Php 53,224,716.60</td> </tr> </tbody> </table>	Lot No.	Description	Approved Budget for the Contract (ABC) in Php	1	Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher's Camp, DepEd Bagabag, DepEd Taguig Facilities, and DepEd NEAP(Rebid)	Php 53,224,716.60
Lot No.	Description	Approved Budget for the Contract (ABC) in Php					
1	Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher's Camp, DepEd Bagabag, DepEd Taguig Facilities, and DepEd NEAP(Rebid)	Php 53,224,716.60					
19.4	<p>The Project shall be awarded as:</p> <p>One Project having several items that shall be awarded as one contract.</p>						
20.2	<p>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 LCB, the Bidder shall submit the following requirements:</p> <ol style="list-style-type: none"> a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank; Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted. <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p> <ol style="list-style-type: none"> b. Certificate of PhilGEPS Registration (Platinum Membership); c. Other documents such as: <ol style="list-style-type: none"> i) Valid and current regular (not provisional) License to Operate (LTO) a private security agency issued PNP ii) Certification of No Derogatory Records from PNP Civil Security Group Security Agency and Guard Supervision (SAGSD) or any appropriate PNP office iii) Authenticated copy of PADPAO membership/registration iv) SSS, PhilHealth and Pag-Ibig Clearances v) Notarized list of security guards with license number and expiry date vi) Notarized list of licensed firearms with complete description (Make, Type, Caliber, Serial Number, and License Number with Expiry Date) vii) Notarized list of existing communication devices (type indicated) pursuant to National Telecommunication Commission's (NTC) License or Permit to Operate Radio Communication Facilities viii) Certification from National Labor Relations Commission (NLRC) Clearance/ Certification of No Pending Case OR No Pending Case on Appeal within the past two (2) years ix) A notarized Undertaking that the bidder complies with Labor Laws and Standards and other Social Legislation such as 						

	<p>those of the DOLE, SSS, PhilHealth, and Pag-Ibig as specified under GPPB Circular No. 01-2008.</p> <p>x) A certification on its performance rating, which at the minimum must be satisfactory, for the security services contract from at least one of its most recent clients within the past three (3) years.</p> <p>d. Other appropriate licenses and permits required by law and stated in this BDS.</p> <p>During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:</p> <p>a. Documents to verify or support its Statement of On-going and/ or Statement identifying its Single Largest Completed Contract which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.</p> <p>b. Original copy of the submitted eligibility, technical and financial documents during bid opening.</p> <p>In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class “A” documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines.</p> <p>To facilitate post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, above requirements and other documents required in Section II. ITB 20.2.</p> <p>The envelope shall be placed in a brown envelope and marked:</p> <p style="padding-left: 40px;">ITB 20.2 Documents Name of Project: _____ Bid Opening Date: _____ Name of Bidder: _____</p> <p>Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.</p>
21.1	No additional document

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. **Scope of Contract**

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

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

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

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

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

a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Performance, Delivery and Documents –</p> <p>The Security Agency shall immediately provide the services from receipt of Notice to Proceed until the end of nine-month period. Services to be rendered shall be in accordance with the Scope of Work/Services, the Minimum Requirements for Accreditation and Hiring, the Deployment Schedule, the Equipment Schedule and Specifications, and the other requirements indicated in the project Terms of Reference.</p> <p>Upon signing of the Contract, the Security Agency is required to provide all the security personnel, as well as the tools and equipment, required under the Contract.</p> <p>The Deployment Schedules are attached hereto as Annexes “A” (Central Office), “A-1” (Baguio Teacher’s Camp and NEAP), “A-2” (DepEd Bagabag Facility) and “A-3” (DepEd Taguig City), while the Equipment Schedules as Annexes “B” (Central Office), “B-1” (Baguio Teacher’s Camp and NEAP), “B-2”, (DepEd Bagabag Facility) and “B-3” (DepEd Taguig City).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site shall be the Central Security Services Office through Mr. Michael Marviedil Huellar.</p>
2.2	<p>Billing and Payment:</p> <p>The Security Agency may bill DepEd on a monthly basis. Billings or requests for payment shall be supported with the following documents:</p> <ul style="list-style-type: none"> (i) Monthly Service Invoice, in triplicate copies, indicating the breakdown and the total among being collected; (ii) Daily Time Records of Security Officers and Security Guards for the billing period; (iii) Monthly Summary Accomplishment Report; (iv) Monthly Summary Payroll of Number of Security Posted and Number of Duty Hours rendered; (v) Table of Manning of Security Officers/Guards Daily and per Shift; (vi) Photocopy of Security Service Contract with Certified True Copy; and (vii) Monthly Daily Time Record (Biometrics Finger Scan) <p>(NOTE: The Supplier must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user [(Central Security and Safety Office)] and the Contract Management Division of the Procurement Management Service, Central Office.</p> <p>An advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable letter of credit or bank guarantee</p>

	of an equivalent amount must be submitted, and shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.
3	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, as amended by GPPB Resolution 25-2013 and GPPB Resolution 09-2020 , on the use of Performance Securing Declaration (PSD)
6	<i>No Further instructions</i>

DEPLOYMENT FOR SECURITY GUARDS**DEPED CENTRAL OFFICE**

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

BAGUIO TEACHERS CAMP AND NEAP

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

DEP-ED BAGABAG NUEVA VIZCAYA FACILITY

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

DEP-ED TAGUIG CITY

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

EQUIPMENT REQUIREMENTS**DEP-ED CENTRAL OFFICE**

Quantity	Items
30 units	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output, including NiMH Battery Pack
25 units	Big Umbrella
30 units	Rapid/Quick Chargers (1hr Charging)
30 units	Spare Battery packs (Ni-MH)
30 units	.9mm Pistol with F.A. License, 14 rounder (2 magazines), 1000pcs. ammo. and 1 Spare Magazine
25 units	Rain Coats
25 units	Rain Boots
20 units	Truncheons
20 units	Helmets
20 units	Shields
15 units	Metal Detectors
10 units	Emergency Lights/Lanterns, LED Chargeable
6 units	High Power Search Light, LED Chargeable
5 units	Reflectorized Vest (for use of Blue Guard Traffic Enforcers)
5 units	Bullhorn with Siren (Mega Phone)
3 units	Under Chassis Mirror for Car inspection at the Main Gate
3 units	Caution Tape (Color Yellow, 500 meters per roll)
2 units	First Aid Medical Kit (PNRC) Set A Prescribed Kit
2 units	Digital Voice Recorder with 128 GB Micro SD
2 units	Motorcycle 125 cc with sidecar and roof 10ltrs fuel reserve (Roving Purposes)
1 unit	Walk-through Metal Detector
1 unit	Steel Cabinet (4 layers) for Storage Security Equipment and Supplies
1 unit	VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mask with RG-8 Cable with NTC Radio

	Station License (Mobile Transceiver, 20-40 watts) Output with 1-unit Repeater Station (NCR Coverages)
1 unit	Shotgun 12 Gauge with 400 pcs. Ammos, 1 spare magazine and F.A. License
1 unit	DSLR Professional Digital Camera 26.2 Mega Pixels with 1 spare 128 GB Memory Card
1 unit	42" Smart TV with digital set-top box (black box) in good working condition to be used for monitoring
1 unit	Camcorder (Full-HD) with Charger and Spare Battery Pack
1 unit	Xerox Machine (Heavy Duty) with Documents and Picture Scanner
1 unit	Manual Typewriter
1 unit	Security Services Vehicle with Air-conditioning Unit and in roadworthy condition for Emergency Cases Purposes and Inspection of DepEd Security Detachment with 30 liters Fuel Reserve (Replaced by Security Agency after official use)
1 unit	Laptop i-7 Series, OS Windows 10 License
1 unit	Mirrorless Camera
1 set	Desktop Computer i-7 series, OS Windows 10 with colour inkjet printer and wireless Internet Broadband (Postpaid)
1 set	Public Address System, 500 watts R.M.S. DepEd Central Office Compound Coverages (Parking A, Parking B, Parking C, Motor pool, Bonifacio & Mabini for Central Office)
Various	Office Supplies

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

BAGUIO TEACHERS CAMP AND NEAP**I. BTC**

Quantity	Items
30 units	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output, including NiMH Battery Pack
30 units	Rapid/Quick Chargers (1hr Charging)
30 units	Spare Battery packs (Ni-MH)
30 units	Rain Coats
30 units	Rain Boots
30 units	.9mm Pistol with F.A. License, 14 rounder (2 magazines), 1000pcs. ammo. and 1 Spare Magazine
20 units	Big Umbrella
10 units	Metal Detectors
10 units	Emergency Lights/Lanterns, LED Chargeable
6 units	High Power Search Light, LED Chargeable
5 units	Reflectorized Vest (for use of Blue Guard Traffic Enforcers)
4 units	Shotgun 12 Gauge with 400 pcs. Ammos, 1 spare magazine and F.A. License
3 units	Under Chassis Mirror for Car inspection at the Main Gate
3 units	Caution Tape (Color Yellow, 500 meters per roll)
2 units	Bullhorn with Siren (Mega Phone)
2 units	First Aid Medical Kit (PNRC) Set A Prescribed Kit
2 units	Motorcycle 125 cc with sidecar and roof 10ltrs fuel reserve (Roving Purposes)
1 unit	Steel Cabinet (4 layers) for Storage Security Equipment and Supplies
1 unit	Camcorder (Full-HD) with Charger and Spare Battery Pack
1 unit	Digital Voice Recorder with 128 GB Micro SD
1 unit	Manual Typewriter
1 unit	VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mask with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1-unit Repeater Station (CAR Coverages)
1 unit	DSLR Professional Digital Camera 26.2 Mega Pixels with 1 spare 128 GB Memory Card

1 set	Desktop Computer i-7 series, OS Windows 10 with colour inkjet printer and wireless Internet Broadband (Postpaid)
1 set	Public Address System, 500 watts R.M.S. Baguio Teachers Camp Compound Coverages (in front of Benitez Hall, in front of Admin office, in front of Recto Hall coverages)
Various	Office Supplies

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

II. NEAP

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

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

DEPED BAGABAG NUEVA VIZCAYA FACILITY

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

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

DEPED TAGUIG CITY

Quantity	Items
10 units	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output, including NiMH Battery Pack
10 units	Rapid/Quick Chargers (1hr Charging)
10 units	Spare Battery packs (Ni-MH)
2 units	Metal Detectors
9 units	Rain Coats
9 units	Rain Boots
6 units	Big Umbrella
10 units	.9mm Pistol with F.A. License, 14 rounder (2 magazines), 1000pcs. ammo. and 1 Spare Magazine
1 unit	Motorcycle 125 cc with sidecar and roof 10ltrs fuel reserve (Roving Purposes)
3 units	Emergency Lights/Lanterns, LED Chargeable
4 units	High Power Search Lights, LED Chargeable
2 units	Shotgun 12 Gauge with 400 pcs. Ammos, 1 spare magazine and F.A. License
1 unit	Caution Tape (Color Yellow, 500 meters per roll)
1 unit	First Aid Medical Kit (PNRC) Set A Prescribed Kit
1 unit	Bullhorn with Siren (Mega Phone)
1 unit	Steel Cabinet (4 layers) for Storage Security Equipment and Supplies
1 unit	VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mast with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output (NCR Coverages)
1 set	Desktop Computer i-7 series, OS Windows 10 with color inkjet printer and wireless Internet Broadband (Postpaid)
1 unit	DSLR Professional Digital Camera 26.2 Mega Pixels with 1 spare 128 GB Memory Card
Various	Office Supplies

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

SUMMARY OF EQUIPMENT REQUIREMENTS

Equipment Requirement	DepEd Central Office	Taguig Warehouse	Baguio Teachers Camp	Bagabag Facility	NEAP	Total
VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power output, including NiMH Battery Pack	30	10	30	10	1	81
Spare Battery packs (Ni-MH)	30	10	30	10	1	81
Rapid/Quick Chargers (1hr Charging)	30	10	30	10	1	81
VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mast with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1-unit Repeater Station (NCR Coverages)	1	-	-	-	-	1
VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mast with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1-unit Repeater Station (CAR Coverages)	-	-	1	-	-	1
VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mast with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1-unit Repeater Station (R II Coverages)	-	-	-	1	-	1
VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mast with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output (NCR Coverages)	-	1	-	-	-	1
Metal Detectors	15	2	10	2	1	30
Bullhorn with Siren (Mega Phone)	5	1	2	1	-	9
42" Smart TV with digital set-top box (black box) in good working condition to be used for monitoring	1	-	-	-	-	1
Shields	20	-	-	-	-	20

Helmets	20	-	-	-	-	20
Truncheons	20	-	-	-	-	20
DSLR Professional Digital Camera 26.2 Mega Pixels with 1 spare 128 GB Memory Card	1	1	1	1	-	4
Shotgun 12 Gauge with 400 pcs. Ammos, 1 spare magazine and F.A. License	1	2	4	4	-	11
.9mm Pistol with F.A. License, 14 rounder (2 magazines), 1000pcs. ammo. and 1 Spare Magazine	30	10	30	10	1	81
Manual Typewriter	1	-	1	1	-	3
Steel Cabinet (4 layers) for Storage Security Equipment and Supplies	1	1	1	1	-	4
Rain Coats	25	9	30	8	1	73
Rain Boots	25	9	30	8	1	73
Reflectorized Vest (for use of Blue Guard Traffic Enforcers)	5	-	5	-	-	10
Emergency Lights/Lanterns, LED Chargeable	10	3	10	6	1	30
Big Umbrella	25	6	20	6	4	61
Digital Voice Recorder, with 128 GB, Micro SD Digital Voice Recorder with 128 GB Micro SD	2	-	1	1	-	4
Office Supplies	1	1	1	1	1	5
Desktop Computer i-7 series, OS Windows 10 with colour inkjet printer and wireless Internet Broadband (Postpaid)	1	1	1	1	-	4
Public Address System, 500 watts R.M.S. DepEd Central Office Compound Coverages (Parking A, Parking B, Parking C, Motor pool, Bonifacio & Mabini for Central Office)	1	-	-	-	-	1
Public Address System, 500 watts R.M.S. Baguio Teachers Camp Compound Coverages (in front of Benitez Hall, in front of Admin office, in front of Recto Hall coverages)	-	-	1	-	-	1
Laptop i-7 Series, OS Windows 10 License	1	-	-	-	-	1

Under Chassis Mirror for Car inspection at the Main Gate	3	-	3	1	-	7
Xerox Machine (Heavy Duty) with Documents and Picture Scanner	1	-	-	-	-	1
Walk-through Metal Detector	1	-	-	-	-	1
High Power Search Lights, LED Chargeable	6	4	6	6	-	22
First Aid Medical Kit (PNRC) Set A Prescribed Kit	2	1	2	2	1	8
Camcorder (Full-HD) with Charger and Spare Battery Pack	1	-	1	-	-	2
Motorcycle 125 cc with sidecar and roof 10ltrs fuel reserve (Roving Purposes)	2	1	2	1	-	6
Caution Tape (Color Yellow, 500 meters per roll)	3	1	3	3	-	10
Security Service Vehicle with Air-conditioning Unit and in roadworthy condition for Emergency Cases Purposes and Inspection of DepEd Security Detachment with 30 liters Fuel Reserve (Replaced by Security Agency after official use)	1	-	-	-	-	1
Mirrorless Camera	1	-	-	-	-	1
Security Service Vehicle with Air-conditioning Unit and in roadworthy condition for Emergency Cases Purposes and Inspection of DepEd Security Detachment with 30 liters Fuel Reserve (Replaced by Security Agency after official use)	1	-	-	-	-	1
Grand Total:	323	84	256	95	14	772

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

Section VI. Schedule of Requirements

Schedule of Requirements

The Project Sites are **DepEd Central Office, Baguio Teacher's Camp and NEAP, DepEd Bagabag and DepEd Taguig City** and the Project Duration is **nine (9) months**.

DEPLOYMENT FOR SECURITY GUARDS

DEPED CENTRAL OFFICE

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

Amphitheater, Canteen	1	1	2
Kasipagan Lot Area	1	1	2
Command Post Area	1	1	2
Detachment Commander	1	-	1
Assistant Detachment Commander	-	1	1
Grand Total:			60

BAGUIO TEACHERS CAMP AND NEAP

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

DEPED BAGABAG NUEVA VIZCAYA FACILITY

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

DEPED TAGUIG CITY

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

Statement of Compliance

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

Name and Signature of Bidder's Authorized Representative

Section VII. Technical Specifications

Technical Specifications

NOT APPLICABLE

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

In cases of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipts as proof that the bidder has applied for renewal within the period prescribed by the concerned local government units, provided that the renewed permit shall be submitted after award of contract but before payment as per **GPPB 09-2020, dated 7 May 2020.**

- (d) **and** Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;

*In case the bidder has no ongoing contract, the bidder shall submit a duly signed Statement of All Ongoing Government and Private Contracts form provided in Bidding Forms and indicate “**No Ongoing Contract**” or “**None**” or “**Not Applicable (N/A)**” in said form; otherwise, the bid shall be rejected or disqualified.*

Bidders with ongoing project/s with DepEd are allowed to bid for this project, provided:

- 1. The ongoing project will be subject to verification/validation as part of the post qualification pursuant to section 34.3 (iii) of the revised IRR of RA 9184.*
- 2. BAC will determine during post qualification if the unfinished projects may impact on the implementation of the new project.*

- (g) **and** 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;

For a contract to be considered completed, it should have been 100% delivered, duly accepted and issued a certificate of final acceptance a certificate of complete deliveries signed by its Head of the Procuring Entity (HOPE) or its duly authorized representative in case of government contracts, or end-user's acceptance in case of private contracts.

- (h) **and** 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;

Note: Original Bid Security shall be submitted inside the Technical Component envelope. Bid security in the form of cashier's/manager's check shall be made payable to "DECS OSEC Trust."

Bid Securing Declarations must be in the standard form and the required fields of information should be properly filled out, otherwise, it shall be a ground for disqualification of the bids.

- (i) **and** Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
- or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided that the statement of all ongoing contract and the Audited Financial Statement to be considered by the BAC shall be that of the partner whose NFCC was submitted.

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

BIDDING FORMS

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

Business Name : _____

Business Address : _____

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

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

Submitted by: _____

Printed Name and Signature of Authorized Representative

Designation: _____

Date: _____

STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT

Business Name : _____

Business Address : _____

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

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

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

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

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

Joint Venture Agreement Form

KNOW ALL MEN BY THESE PRESENTS:

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

- and -

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

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

NAME OF PROJECT	CONTRACT AMOUNT

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

That both parties agree that _____ and _____ own the share and interest of _____ and _____ [indicate percentage of shares] respectively

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

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

Done this ____ day of _____, in the year of our Lord _____.

SIGNED IN THE PRESENCE OF:

Witness

Witness

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

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

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this _____ day of _____, 201_ personally appeared:

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

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

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

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

NOTARY PUBLIC
Until December 31, 201_

Doc. No. _____
Page No. _____
Book No. _____
Series of 201_____

NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM

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

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

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

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

NFCC = P _____

K = 15 regardless of contract duration

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

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

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

x-----x

PERFORMANCE SECURING DECLARATION

For the Conduct of Procurement Activities under Republic Act No. 11494 or the Bayanihan to Recover as One Act

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Bid Security (Bank Guarantee) Form

WHEREAS, *[insert name of Bidder]* (hereinafter called the "Bidder") has submitted its bid dated *[insert date]* for the *[insert name of contract]* (hereinafter called the "Bid").

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the "Bank" are bound unto the *DEPARTMENT OF EDUCATION Central Office*, (hereinafter called the "Entity"), in the sum of *[insert amount]* for which payment well and truly to be made to the said Entity the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of said Bank this ____ day of _____ 201__.

THE CONDITIONS of this obligation are:

1. If the Bidder:
 - (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
 - (b) does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
2. If the Bidder having been notified of the acceptance of its bid by the Procuring Entity during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by the Entity is due to the Entity owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date *[insert days]* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, Name and Address)

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

[Jurati]

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

Omnibus Sworn Statement

For the Conduct of Procurement Activities under Republic Act No. 11494 or the *Bayanihan* to Recover as One Act

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

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by its association or relation with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examine all of the Bidding Documents;
- b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

Name and Signature of Bidder's
Authorized Representative

[Jurat]

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

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]

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date: _____
Project Identification No.: _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

(Bidder's Company Letterhead)

PRICE SCHEDULE FORM

**DETAILED COMPUTATION/ COST DISTRIBUTION OF
THE MINIMUM MONTHLY CONTRACT**

RATE PER GUARD PER LOCATION

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

Name of Company (in print)

signature of Company Authorized Representative

Name & Designation (in print)

Date

**COMPUTATION OF CONTRACT RATE PER GUARD PER MONTH
FOR PURPOSES OF COMPUTING THE ABC
Nine (9) Months)**

<u>DEPED CENTRAL OFFICE</u> <i>(NCR-WO-22)</i>	
A. Amount Directly Due to Guard Per Month	
Daily Wage (DW)	
Average Pay/Month (DW x 393.80 days/12)	
Night Differential (Ave Pay/Month x 1/3) (x1/2)	
13th Month Pay (DW x 365/12/12)	
Incentive Leave (DW x 5/12)	
Uniform Allowance (RA 5487)	
COLA (10.00 x 377/12)	
Overtime	
TOTAL SUM DIRECTLY TO GUARD	
Night Diff. Pay (AMP x 10%) multiply by 1/2	
B. Amount Due to Gov't. in Favor of Guard	
SSS Premiums (April 2019)	
Philhealth Contribution (MBS x 2.75%/2)	
EC (State Insurance Fund)	
Pag-ibig Fund	
Retirement Benefit - R.A. 7641 (DW x 22.5/12)	
TOTAL AMOUNT DUE TO GOV'T. IN FAVOUR OF GUARD	
C. Total Amount Due to Guard and Government	
D. Agency Fee (incl. of Adm Overhead & Profit Margin)	
E. 4% Provisional Sum based on possible regulatory wage adjustment	
F. VAT (12% of D)	
G. Total Rate per Guard/Month	
H. Total No. of Guards Required	
I. Total No. of Cost/Month	
TOTAL BID PRICE (Per Province)	

**COMPUTATION OF CONTRACT RATE PER GUARD PER MONTH
FOR PURPOSES OF COMPUTING THE ABC
Nine (9) Months**

<u>BAGUIO TEACHERS CAMP and NEAP</u> <i>(CAR-WO-19)</i>	
B. Amount Directly Due to Guard Per Month	
Daily Wage (DW)	
Average Pay/Month (DW x 393.80 days/12)	
Night Differential (Ave Pay/Month x 1/3) (x1/2)	
13th Month Pay (DW x 365/12/12)	
Incentive Leave (DW x 5/12)	
Uniform Allowance (RA 5487)	
COLA (10.00 x 377/12)	
Overtime	
TOTAL SUM DIRECTLY TO GUARD	
Night Diff. Pay (AMP x 10%) multiply by 1/2	
B. Amount Due to Gov't. in Favor of Guard	
SSS Premiums (April 2019)	
Philhealth Contribution (MBS x 2.75%/2)	
EC (State Insurance Fund)	
Pag-ibig Fund	
Retirement Benefit - R.A. 7641 (DW x 22.5/12)	
TOTAL AMOUNT DUE TO GOV'T. IN FAVOUR OF GUARD	
C. Total Amount Due to Guard and Government	
D. Agency Fee (incl. of Adm Overhead & Profit Margin)	
E. 4% Provisional Sum based on possible regulatory wage adjustment	
F. VAT (12% of D)	
G. Total Rate per Guard/Month	
H. Total No. of Guards Required	
I. Total No. of Cost/Month	
TOTAL BID PRICE (Per Province)	

**COMPUTATION OF CONTRACT RATE PER GUARD PER MONTH
FOR PURPOSES OF COMPUTING THE ABC
Nine (9) Months**

<u>DEPED BAGABAG NUEVA VIZCAYA FACILITY</u> <i>(Region 2-WO-19)</i>	
C. Amount Directly Due to Guard Per Month	
Daily Wage (DW)	
Average Pay/Month (DW x 393.80 days/12)	
Night Differential (Ave Pay/Month x 1/3) (x1/2)	
13th Month Pay (DW x 365/12/12)	
Incentive Leave (DW x 5/12)	
Uniform Allowance (RA 5487)	
COLA (10.00 x 377/12)	
Overtime	
TOTAL SUM DIRECTLY TO GUARD	
Night Diff. Pay (AMP x 10%) multiply by 1/2	
B. Amount Due to Gov't. in Favor of Guard	
SSS Premiums (April 2019)	
Philhealth Contribution (MBS x 2.75%/2)	
EC (State Insurance Fund)	
Pag-ibig Fund	
Retirement Benefit - R.A. 7641 (DW x 22.5/12)	
TOTAL AMOUNT DUE TO GOV'T. IN FAVOUR OF GUARD	
C. Total Amount Due to Guard and Government	
D. Agency Fee (incl. of Adm Overhead & Profit Margin)	
E. 4% Provisional Sum based on possible regulatory wage adjustment	
F. VAT (12% of D)	
G. Total Rate per Guard/Month	
H. Total No. of Guards Required	
I. Total No. of Cost/Month	
TOTAL BID PRICE (Per Province)	

**COMPUTATION OF CONTRACT RATE PER GUARD PER MONTH
FOR PURPOSES OF COMPUTING THE ABC
Nine (9) Months**

<u>DEPED TAGUIG CITY</u> <i>(NCR-WO-22)</i>	
D. Amount Directly Due to Guard Per Month	
Daily Wage (DW)	
Average Pay/Month (DW x 393.80 days/12)	
Night Differential (Ave Pay/Month x 1/3) (x1/2)	
13th Month Pay (DW x 365/12/12)	
Incentive Leave (DW x 5/12)	
Uniform Allowance (RA 5487)	
COLA (10.00 x 377/12)	
Overtime	
TOTAL SUM DIRECTLY TO GUARD	
Night Diff. Pay (AMP x 10%) multiply by 1/2	
B. Amount Due to Gov't. in Favor of Guard	
SSS Premiums (April 2019)	
Philhealth Contribution (MBS x 2.75%/2)	
EC (State Insurance Fund)	
Pag-ibig Fund	
Retirement Benefit - R.A. 7641 (DW x 22.5/12)	
TOTAL AMOUNT DUE TO GOV'T. IN FAVOUR OF GUARD	
C. Total Amount Due to Guard and Government	
D. Agency Fee (incl. of Adm Overhead & Profit Margin)	
E. 4% Provisional Sum based on possible regulatory wage adjustment	
F. VAT (12% of D)	
G. Total Rate per Guard/Month	
H. Total No. of Guards Required	
I. Total No. of Cost/Month	
TOTAL BID PRICE (Per Province)	

Performance Security (Bank Guarantee) Form

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

Attention: The Chairperson
Bids and Awards Committee

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____

Bank Guarantee Form for Advance Payment

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

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

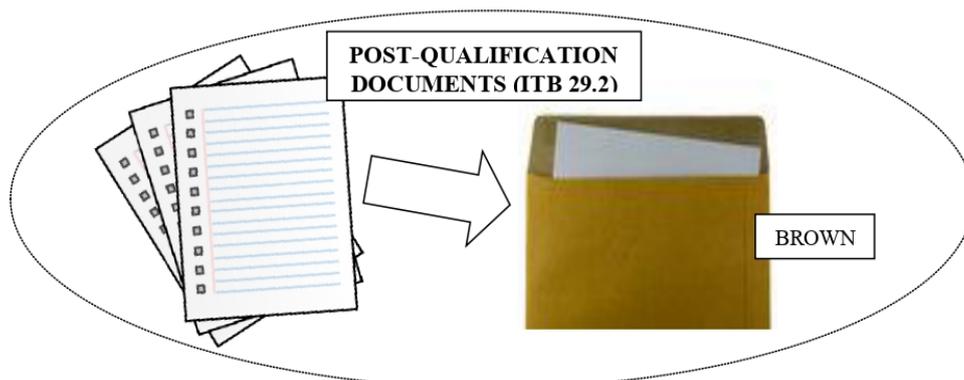
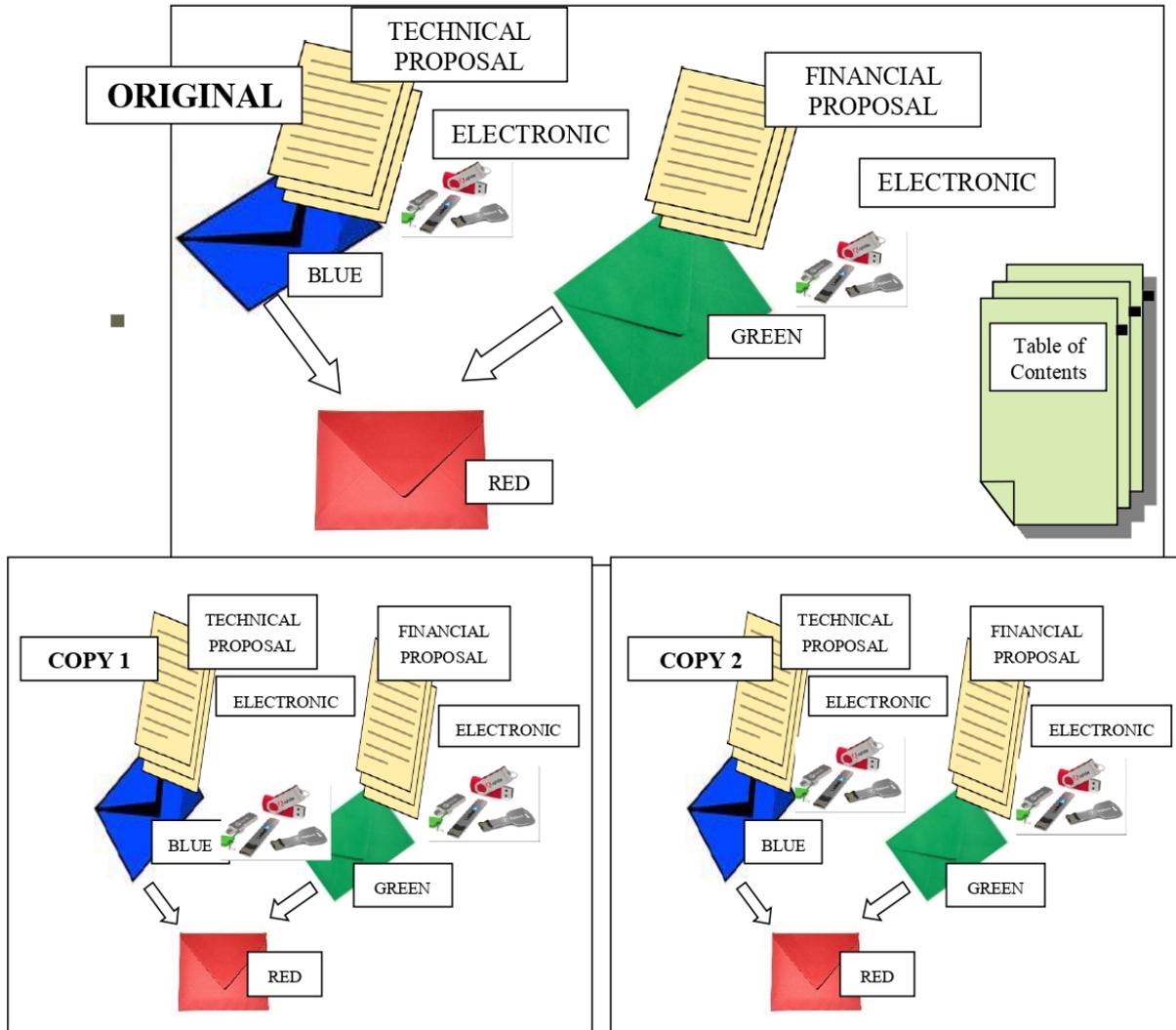
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

SEALING AND MARKING OF BIDS



ORIGINAL / COPY NO. _____

[BIDDER'S COMPANY NAME]

[COMPANY'S OFFICE ADDRESS]

PUBLIC BIDDING: [PROJECT TITLE]

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

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

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

Republic of the Philippines



Government Procurement Policy Board