

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

	<p>Strict adherence to the Philippine Association of Detective and Protective Agency Operators (PADPAO) prescribed rates for: (1) Amount to Guard; and (2) Amount to Government in favor of Guards, effective 16 July 2023.</p> <p>Rate for Agency/Administrative Fees must comply with existing labor laws and standards.</p>	
A.	SCOPE OF OBLIGATIONS/ RESPONSIBILITIES:	
	1. To safeguard the PHILGUARANTEE offices from fire hazards, criminal infiltration, economic sabotage, electronic attack, bomb attack, flood damage, theft, vandalism, and other forms of physical destruction;	
	2. To safeguard vehicles, equipment, furniture, supplies, artworks and other materials of PHILGUARANTEE against theft, robbery, fire, arson, and other forms of crimes;	
	3. To safeguard PPEs warehoused outside PHILGUARANTEE office but within Metro Manila from fire hazards, flood damage, theft, vandalism, and other forms of physical destruction;	
	4. To safeguard the PHILGUARANTEE employees and other personnel deployed to PHILGUARANTEE against harm or threats when inside the PHILGUARANTEE offices/premises;	
	5. To promote and maintain peace and order within PHILGUARANTEE offices/premises;	
	6. To record and document in the Security Guard's logbook all significant incidents occurring in his/her area of responsibility and/or report in writing any incident harmful to the integrity of PHILGUARANTEE;	
	7. To maintain proper decorum, personal discipline, grooming and decent uniform while on duty and refrain from engaging in any activity that may distract him/her from performing his/her official function;	
	8. To observe gender sensitivity and demonstrate respect for gender identity and expression, and sexual orientation.	
	9. To strictly comply with R.A. 5487 as amended by P.D. 1919, otherwise known as the Private Security Agency Law, and its implementing rules and regulations;	

	<p>10. To provide PHILGUARANTEE with such number of security guards who are properly trained, bonded, uniformed, armed and with the following qualifications, in addition to those prescribed by Government authorities:</p> <ul style="list-style-type: none"> • Of good moral character and without any criminal or police record; • A high school graduate or an ex-serviceman; • Physically and mentally fit; • Not addicted to or dependent on prohibited drugs or intoxicating liquor; • Has undergone a pre-licensing course or its equivalent; and • Fully Vaccinated upon deployment. 	
	<p>10. The Guards shall work in shifts, as follows:</p> <p>a) For BPI-Philam Life - In twelve (12) hour shifts</p> <p>Five (5) Guards (6 A.M. to 6 P.M.), one of whom must be female</p> <p>Three (3) Guards (6 P.M. to 6 A.M.)</p> <p>b) For BDO Towers – In twelve (12) hour shifts</p> <p>One (1) Guard (6 A.M. to 6 P.M.)</p> <p>One (1) Guard (6 P.M. to 6 A.M.)</p> <p>c) For PPE warehouse – In twelve (12) hour shifts</p> <p>One (1) Guard (6 A.M. to 6 P.M.)</p> <p>One (1) Guard (6 P.M. to 6 A.M.)</p>	
	<p>11. Relievers must be available as may be necessary, to take over the scheduled duty of the regular Guards who may either report late or absent for the day.</p>	
	<p>12. To submit bi-monthly periodic situational reports as well as render incident/spot reports as deemed necessary.</p>	
	<p>13. To submit Regular Risk Security Assessment and Security Recommendations to the PHILGUARANTEE Management.</p>	
	<p>14. To indemnify PHILGUARANTEE for any loss, damage and expenses to property that it may suffer due to failure of the assigned security guard to perform the duties required, provided that the loss or damage is due to the</p>	

	negligence of the security guards without the contributory negligence of PHILGUARANTEE or its employees.	
	15. To assume responsibility with regard to compliance with the New Labor Code, the Social Security Act and other Labor Laws. PHILGUARANTEE may require the Service Provider to show proof of compliance with the Labor Laws such as receipts of payments to the Social Security System (SSS), Philippine Health Insurance Corporation (Philhealth), Home Development Mutual Fund (Pag-Ibig Fund), Employees Compensation Commission (ECC), and other relevant documents.	
	16. PHILGUARANTEE may, at any time, instruct the Agency in writing to replace, and at the same time agree on the rate of financial consideration, increase or decrease the number of workers assigned to PHILGUARANTEE, and the Agency theretofore obligates and guarantees to immediately comply with the instruction within twenty-four (24) hours from receipt thereof.	
	<p>17. All bid prices for the duration of one (1) year shall be fixed and shall not be adjusted during contract implementation, except for the following:</p> <p>a) Increase in taxes;</p> <p>b) Increase in any of the following pursuant to law or lawful issuance:</p> <ul style="list-style-type: none"> • Wage order; • SSS contributions; • Pag-Ibig Fund contributions; • Philhealth contributions; and • ECC contributions. <p>c) If during the term of the contract, the procuring entity sees the need for an increase or decrease in the number of security guards, it may do so provided that the cost of such increase or decrease does not exceed the Corporate Operating Budget for the relevant year.</p> <p>d) In case of transfer to another office location or a need to deploy additional security personnel to safeguard PHILGUARANTEE-owned PPEs outside Metro Manila during the term of the contract, PHILGUARANTEE may increase or decrease the number of security guards, provided such increase or decrease does not exceed the Corporate Operating Budget for the relevant year.</p>	

B.	EQUIPMENT and SUPPLIES REQUIREMENT	
	<p>1. Equipment</p> <p>a. The following shall comprise the Basic Equipment of a security guard which shall be made mandatory and ready for his/her use while performing his/her duties:</p> <ul style="list-style-type: none"> • Prescribed Basic Uniform • Nightstick/baton • Whistle • Timepiece • Writing pen • Notebook and duty checklist (electronic or not) • Flashlight • First Aid Kit • Service Firearms • Handcuffs • Search/Metal detectors/frisking gadgets for those assigned in entrance/exit • Communication Radio (two-way radio) • Security Vest for those assigned in facilitating traffic flow • Teargas <p>b. The Service Provider shall have the responsibility of ensuring the availability and issuance of the basic equipment to its posted guards.</p> <p>c. The Service Provider shall ensure that the security guards shall regularly inspect the operability of the basic equipment issued to him/her and shall keep himself/herself acquainted with the use thereof.</p> <p>d. Equipment and electronic and/or communication devices requiring registration with government agencies shall be issued to security guards upon prior compliance therewith.</p>	
	<p>2. Supply and installation of CCTV System at the PHILGUARANTEE common areas, lobbies and in other areas vulnerable to intrusion.</p> <p>The cabling works, commissioning, repair and maintenance of the CCTV system shall be for the account of the Service Provider. At the expiration of the security contract, the CCTV cameras, monitor, digital video recorder and automatic voltage regulator shall be returned</p>	

	to the Service Provider, while the cabling system shall remain with PHILGUARANTEE.	
C.	TECHNICAL PARAMETERS (Based on GPPB Circular No. 24-2007)	
	<p>1. Stability of the Company</p> <p>a) Years of Experience</p> <p>Company has been in the security agency business for the past five (5) years.</p> <p>The bidder shall submit a certification under oath that it has provided security services to government institution.</p> <p>The bidder shall submit a certification under oath of list of contracts completed for the past five (5) years.</p> <p>b) Liquidity of the Service Provider</p> <p>The liquidity ratio must not be less than 1:1 based on the latest Audited Financial Statement as of 31 December 2022.</p> <p>Computation: Current Assets over Current Liabilities</p> <p>c) Organizational Set-up</p> <p>The bidder shall submit a certification under oath of an updated copy of Company profile, list of key officials, incorporators or stockholders.</p> <p>The bidder shall submit valid regular license to operate issued by the Philippine National Police (PNP) through the PNP Supervisory Office for Security and Investigation Agencies (SOSIA).</p> <p>The bidder shall submit Certificate of Registration/Membership with the following agencies:</p> <ol style="list-style-type: none"> 1. Department of Labor and Employment; 2. Pag-Ibig Fund; 3. SSS; 4. Philhealth; and 5. PADPAO. 	

The bidder shall submit a Certificate from PADPAO stating that the prospective bidder is not engaged in cut-throat competition by under-cutting their contract rate for security services with their clients for a price lower than the standard minimum rates for security services and that the prospective bidder is in good standing as of December 31, 2022.

d) Other Documents

The bidder shall submit the following:

- d.1 Certificate under oath that the bidder complies with existing labor laws and standards.
- d.2 Original copy of duly signed and accomplished Cost Distribution Form in lieu of the Price Schedule (see Annex A).

2. Resources

a) Number and Kind of Licenses Firearms and Communication Devices

The bidder shall submit a list of ownership of licensed firearms and NTC licensed communication devices.

b) Number of Licensed Guards

The bidder shall submit a certification under oath of the number of licensed guards deployed to clients as of December 31, 2022.

3. Security Plan

The bidder shall submit its proposed security plans for the PHILGUARANTEE offices.

4. Other Factors

a) Recruitment & Selection Criteria

The bidder shall submit company policy on recruitment/selection of security guards.

b) Benefits entitled to security guards

The bidder shall submit a certification under oath of any additional benefits given to security guards to be deployed in PHILGUARANTEE.

D	PAYMENT TERMS	
	<p>Payment is within 30 working days upon receipt of Sales Invoice/Statement of Account together with the following documents:</p> <ul style="list-style-type: none"> • Statement of Account or Invoice; • Time Sheet for verification purposes, using the standard daily time card for recording duly signed by the authorized signatories thereto; • Time Card (payroll Cut-Off Report of Time Arrival and Departure); • Certified copy of the payroll of the security guards assigned to PHILGUARANTEE during the immediately preceding payment period, which should bear the signatories of the individual workers acknowledging receipt by them of the amount/s indicated therein; • Certified copy of the individual pay slips of each security guard assigned to PHILGUARANTEE for the immediately preceding payment period; and • Proof of remittance of contributions to the SSS, Pag-Ibig Fund, Philhealth and the ECC. <p>PHILGUARANTEE is not obligated and liable to pay the Security Provider its monthly billing, if the latter fails to submit any of the above documents.</p>	
D.	SIGNING OF CONTRACT	
	<ol style="list-style-type: none"> 1. Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall post the required performance security. 2. The winning bidder shall enter into contract with the Procuring Entity within the same ten (10) calendar day period provided that all the documentary requirements are complied with and subject to contract review by the Office of the Government Corporate Counsel (OGCC) pursuant to OGCC Memorandum Circular No. 2023-1, as necessary. 	
E.	NOTICE TO PROCEED	
	The contract effectivity date shall be provided in the Notice to Proceed by PHILGUARANTEE.	

F.	RENEWAL OF CONTRACT																						
	<p>In case of renewal of contract, the Service Provider must obtain a rating of at least 80% (Satisfactory) using the following Performance Criteria:</p> <table> <tr> <th colspan="2">Performance Criteria</th><th>Weight</th></tr> <tr> <td>1</td><td>Conformity to Technical Requirements</td><td>25</td></tr> <tr> <td>2</td><td>Timeliness in the Delivery of Services</td><td>25</td></tr> <tr> <td>3</td><td>Behavior of Personnel (Courteous, Professional and Knowledgeable)</td><td>20</td></tr> <tr> <td>4</td><td>Response to Complaints</td><td>20</td></tr> <tr> <td>5</td><td>Compliance with set office policies for such services</td><td>10</td></tr> <tr> <td colspan="2">Total</td><td>100</td></tr> </table>	Performance Criteria		Weight	1	Conformity to Technical Requirements	25	2	Timeliness in the Delivery of Services	25	3	Behavior of Personnel (Courteous, Professional and Knowledgeable)	20	4	Response to Complaints	20	5	Compliance with set office policies for such services	10	Total		100	
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1	Conformity to Technical Requirements	25																					
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Total		100																					

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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) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

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

Financial Documents

- ☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (k) [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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bid Form for the Procurement of Goods*[shall be submitted with the Bid]***BID FORM**

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

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

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

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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]

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]

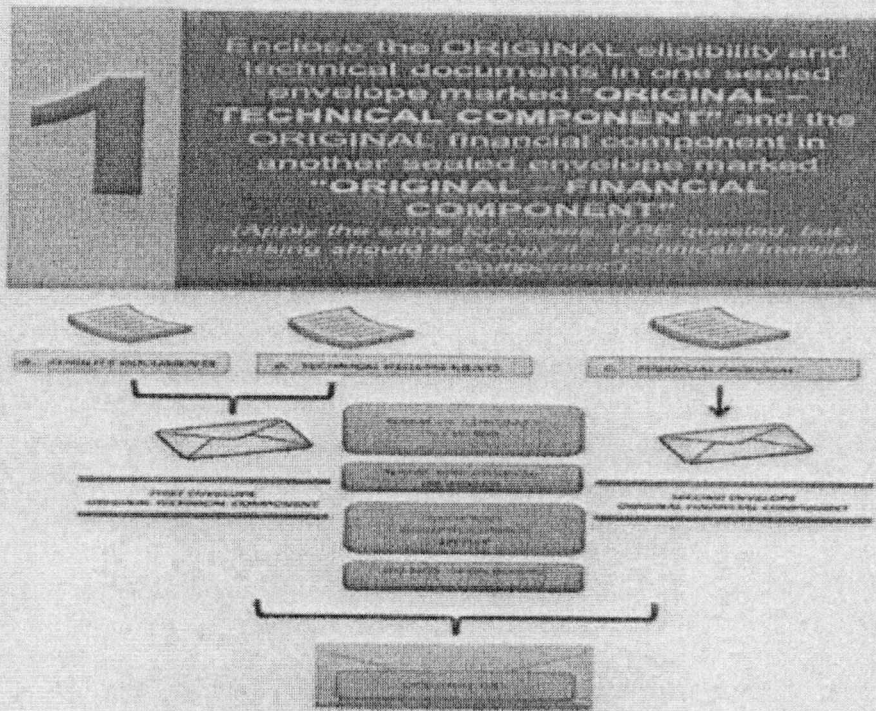
[Insert signatory's legal capacity]

Affiant

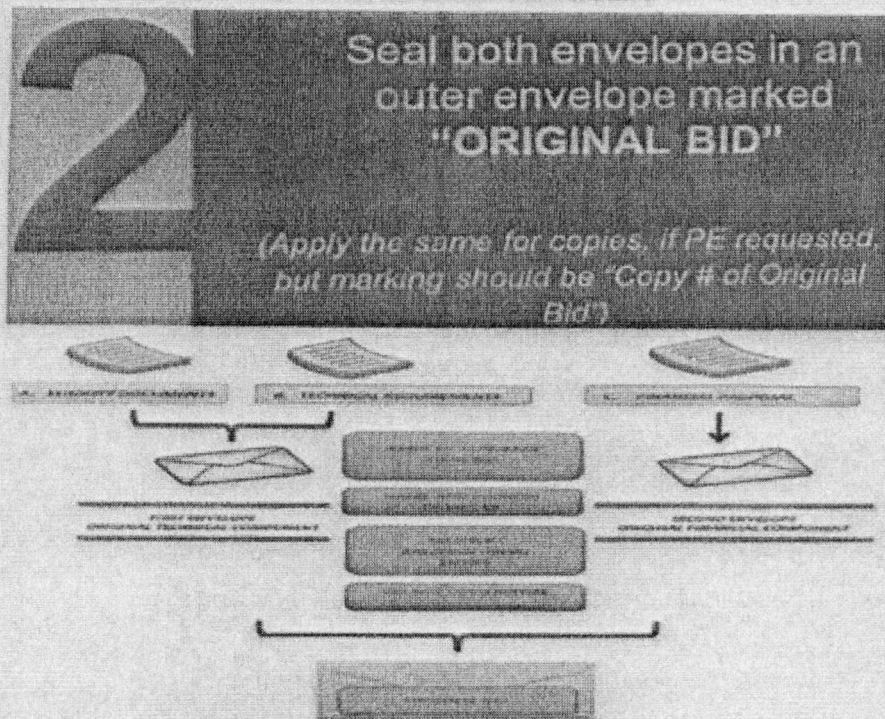
[Jurat]

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

SEALING AND MARKING OF BIDS



SEALING AND MARKING OF BIDS



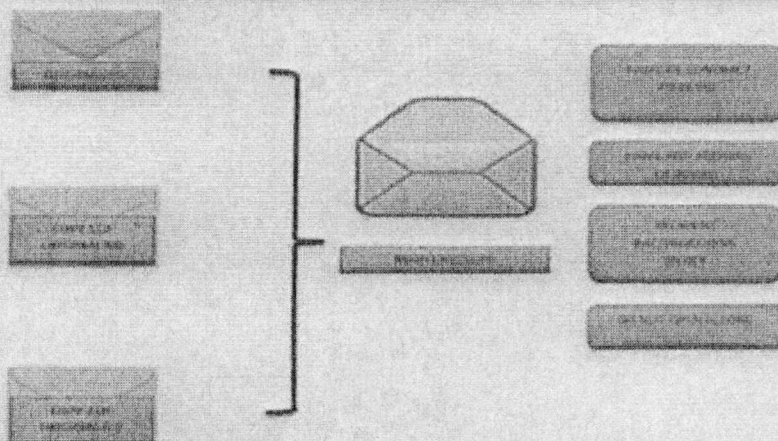
SEALING AND MARKING OF BIDS

ORIGINAL/COPY NO. _____
<p>[BIDDER'S COMPANY NAME] [COMPANY'S OFFICE ADDRESS] [NAME OF PROJECT/BIDDING]</p> <p>THE CHAIRPERSON BIDS AND AWARDS COMMITTEE PHILIPPINE GUARANTEE CORPORATION Jade Building, 335 Sen. Gil Puyat Avenue Makati City</p> <p>DO NOT OPEN BEFORE [TIME AND DATE OF BID OPENING]</p>

SEALING AND MARKING OF BIDS

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The ORIGINAL
 Technical/Financial Envelope
 and the COPY Envelopes, if
 any, shall be CONTAINED in
ONE ENVELOPE



SEALING AND MARKING OF BIDS

The envelopes containing the original and the copies shall then be enclosed in one single envelope and shall be marked as:

[BIDDER'S COMPANY NAME]
[COMPANY'S OFFICE ADDRESS]
[NAME OF PROJECT/BIDDING]

THE CHAIRPERSON
BIDS AND AWARDS COMMITTEE
PHILIPPINE GUARANTEE CORPORATION
Jade Building, 335 Sen. Gil Puyat Avenue
Makati City

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

Republic of the Philippines



Government Procurement Policy Board