



PB 2023-13

PUBLIC BIDDING OF SECURITY SERVICES REQUIREMENT OF THE OFFICE OF THE OMBUDSMAN FOR CY 2024-2025

**Amended Bidding Documents per Supplemental/Bid
Bulletin No. 1 dated 14 December 2023**

**Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described,

detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



**INVITATION TO BID FOR
 PUBLIC BIDDING OF SECURITY SERVICES REQUIREMENT OF THE OFFICE
 OF THE OMBUDSMAN FOR CY 2024-2025**

1. The Office of the Ombudsman, through the General Appropriations Act for CY 2023 intends to apply the sum of **Forty-Two Million Pesos (P42,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Public Bidding of Security Services Requirement of the Office of the Ombudsman for CY 2024-2025 (PB 2023-13)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Office of the Ombudsman now invites bids for the **Public Bidding of Security Services Requirement of the Office of the Ombudsman for CY 2024-2025 (PB 2023-13)**.
3. **Delivery of the Goods and Services is required for one (1) year and the Contract shall be effective on the day after the receipt of the Notice to Proceed.** Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the proposed project for bidding. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the Updated 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184, otherwise known as the “Government Procurement Reform Act.”
5. 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. Interested bidders should be enrolled in the Electronic Filing and Payment System (eFPS) program of the Bureau of Internal Revenue (BIR), pursuant to Executive Order No. 398, RR 3-2005, and must be registered under the Philippine Government Electronic Procurement System (PhilGEPS).
6. Prospective Bidders may obtain further information from the Office of the Ombudsman via email at bac@ombudsman.gov.ph and inspect the Bidding Documents posted at the Ombudsman and the PhilGEPS websites.
7. A complete set of Bidding Documents may be acquired/downloaded by interested Bidders starting **December 04, 2023 to December 27, 2023 and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of P25,000.00.** The Procuring Entity shall allow the bidder to present its proof of payment for the fees **through electronic means not later than the submission of their bids.**

The bidding documents may also be downloaded free of charge from the websites of PhilGEPS and the Office of the Ombudsman, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

8. The Office of the Ombudsman will hold a **Pre-Bid Conference on December 12, 2023 (Tuesday) at 9:00 a.m.** through video conferencing via Google Meet, which shall be open to prospective bidders. Prospective bidders should signify their intention to participate by sending an **email to BAC Secretariat-Main** through the email address given below. The Meeting Link to the video conference will be sent to the participants at least one (1) day before the event through email.
9. Bids must be duly received by the BAC Secretariat-Main through manual/physical submission at the designated receiving area with authorized receiving personnel of the Central Records Division of the Office of the Ombudsman on or before **December 27, 2023 (Wednesday) at 9:00 a.m.** **Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall be rejected** (Reference: Sec. 25.9, 2016 RIRR of RA 9184).
10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
11. Bid opening shall be on **December 27, 2023 (Wednesday) at 10:00 a.m. through video conferencing using Google Meet** (face-to-face for the BAC Secretariat Main). The Meeting Link to the video conference will be sent to the participants at least one (1) day before the event through email. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
12. Prospective bidders, who wish to join the pre-bid conference and the bid opening through video conferencing using Google Meet, must send a letter of intent containing the names and email addresses of interested participants to the BAC Secretariat-Main email address: bac@ombudsman.gov.ph.
13. The Office of the Ombudsman reserves the right to accept or reject any and all bids, to annul the bidding process, and to 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 RIRR of RA No. 9184, without thereby incurring any liability to the affected bidder/s.
14. Please refer to the table below for the cost of the bidding documents and summary of bidding activities:

COST OF BIDDING DOCUMENTS (Non-refundable)	₱ 25,000.00
INSPECTION/SELLING PERIOD OF BIDDING DOCUMENTS	December 04, 2023 to December 27, 2023 - Bidding documents may be downloaded from the PhilGEPS website or Ombudsman website. - For payment of bidding fees, prospective bidders may inquire from the Ombudsman BAC Secretariat for payment details. Proof of payment such as deposit slips and transaction receipts may be submitted via email for the issuance official receipt.
PRE-BID CONFERENCE	December 12, 2023 at 9:00 a.m. - Video Conferencing via Google Meet - Prospective bidders should signify their intention to participate by sending an email to the BAC Secretariat-Main and Google Meet meeting link will be provided at least one (1) day before the event.
DEADLINE OF SUBMISSION OF BIDS (Note: Late bids shall not be accepted. Unsealed or	December 27, 2023 at 9:00 a.m. - Manual / physical submission of bidding documents at the designated receiving area with authorized receiving personnel of Central Records

unmarked bid envelopes shall be rejected)	Division of the Office of the Ombudsman, Ombudsman Main Building, Agham Road, Quezon City.
OPENING OF BIDS	December 27, 2023 at 10:00 a.m. - Video Conferencing via Google Meet - Prospective bidders should signify their intention to participate by sending an email to the BAC Secretariat-Main and Meeting Link will be provided at least one (1) day before the event.

15. For further information, please refer to:

BIDS AND AWARDS COMMITTEE SECRETARIAT – MAIN

Ground Floor, Ombudsman Main Building,
Agham Road, Diliman Quezon City 1105

☎ (02) 5317-83-00 loc. 2206

✉ bac@ombudsman.gov.ph

www.ombudsman.gov.ph (see Bid Announcements)

Note: Please communicate through the email addresses or telephone number provided. Also, all requests shall be in writing and addressed to the BAC Secretariat-Main.

16. You may visit the following websites for downloading of Bidding Documents:

- **Office of the Ombudsman Official Website:** www.ombudsman.gov.ph (see links under *Bid Announcements*> under *Invitation to Bid*)
- **Log in at PhilGEPS Website:** <https://notices.philgeps.gov.ph/>

01 December 2023, Quezon City, Philippines.

ADORACION A. AGBADA
Assistant Ombudsman, OMB-Luzon
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Office of the Ombudsman wishes to receive Bids for the **Public Bidding of Security Services Requirement of the Office of the Ombudsman for CY 2024-2025** with identification number **PB 2023-13**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS Website.]

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 the year 2023 in the amount of **Forty-Two Million Pesos (₱42,000,000.00)**.

2.2. The funding for this project is sourced from the 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 **Updated 2016 RIRR**, 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 **Updated 2016 RIRR** of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the **Updated 2016 RIRR** of RA No. 9184, the Bidder's SLCC shall have within the last five (5) years from the date of submission and receipt of bids, completed a single contract that is similar to this Project, with an amount of at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the **Updated 2016 RIRR** 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. In this project, the Procuring Entity has prescribed that **Subcontracting is not allowed.**

7.2. x x x

8. Pre-Bid Conference

The Procuring Entity will hold a **Pre-bid conference** for this Project on the specified date and time through video conferencing via **Google Meet** as indicated in paragraph 7 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 completed, within the last five (5) years from the date of submission and receipt of bids, a single contract that is similar to this Project, with an amount of at least fifty percent (50%) of the proposed project for bidding 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 **Updated 2016 RIRR** of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. x x x

12. Bid Prices

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

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine

currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in: Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and Bid security shall be valid **until one hundred twenty (120) days from the date of the opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. x x x

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 at its physical address as indicated in paragraph 8 of the **IB**.

16.2. x x x

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 10 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 **Updated 2016 RIRR** of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the **Updated 2016 RIRR** 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 **Updated 2016 RIRR** of RA No. 9184.

18.2. x x x

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's 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 **Updated 2016 RIRR** of RA No. 9184.

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

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

19.4. The Project shall be awarded as one 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 **Updated 2016 RIRR** of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. x x x

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 **Updated 2016 RIRR** of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

21.2. x x x

21.3. x x x

21.4. x x x

21.5. x x x

Section III. Amended Bid Data Sheet

Amended Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. Provision of Security Services and Security Equipment b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.
12	The price of the Goods shall be quoted delivered duty paid (DDP) to the Office of the Ombudsman, Agham Road, Diliman, Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> a. The amount of not less than ₱840,000.00 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 ₱2,100,000.00 if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one (1) original and one (1) certified true copy of the first (technical) and second (financial) components of its bid.</p> <p>The First Envelope and Second Envelope should be properly marked and sealed as “ORIGINAL COPY – ELIGIBILITY AND TECHNICAL COMPONENT” and “ORIGINAL COPY – FINANCIAL COMPONENT”, respectively, to avoid confusion and BOTH envelopes shall be placed inside ONE BIG SEALED envelope.</p> <p>The bidder shall also submit Copy No. 1 of the First Envelope and Second Envelope and placed inside ONE BIG SEALED envelope with markings on the inner envelopes as “COPY NO. 1 - ELIGIBILITY AND TECHNICAL COMPONENT” and “COPY NO. 1 – FINANCIAL COMPONENT”.</p> <p>For authentication purposes, <u>ALL PAGES</u> of the bidding documents for submission must be certified by the authorized signatory of the participating Bidder/Company. The Bidders/Companies are also reminded to put proper arrangements on each bidding documents.</p> <p>The bidder should use the prescribed <u>Sample Forms under Section VIII</u>.</p>
19.3	<p>Public Bidding of Security Services Requirement of the Office of the Ombudsman for CY 2024-2025 (PB 2023-13)</p> <p>Total ABC = Forty-Two Million Pesos (₱42,000,000.00)</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>
20.2	<p>Post-qualification documents:</p> <ol style="list-style-type: none"> i. SEC/DTI Registration; ii. Valid & Current Mayor's Permit/ Municipal Licenses–Year 2023; iii. Valid Tax Clearance per Executive Order 398, Series of 2005;

- iv. Certificate of VAT Registration;
- v. Certificate of PhilGEPS Registration:
- vi. Any proof of enrollment in the Electronic Filing and Payments System (EFPS);
- vii. Latest income and business tax returns stamped received by the BIR or filed and paid thru EFPS;
- viii. Latest General Information Sheet (for corporation);
- ix. Company Profile and List of Clients

Additional Post-qualification documents: (renumbered)

x. Certificate of Training or Efficiency for Xray Machine Operations, (for the Baggage Xray Machine Operators)

xi. Proof of license or registration or other relevant document [Department of Labor and Employment (DOLE), Social Security System (SSS), Home Mutual Development Fund (Pag-IBIG) and Philippine Health Insurance (PhilHealth)]

xii. Client Customer Feedback Form (for a Very Satisfactory Rating)

xiii. Certified True Copy of Officers and Personnels Roster List (with at least 500 licensed security guards);

xiv. Certification from PNP-Firearms and Explosive Office (FEO) or Firearms Registration ID or other relevant document for 100 Firearms

xv. Certification or license or registration from National Telecommunications Commission (NTC) or other relevant document for 100 handheld radio communications

xvi. Copy of driver's license and Permit to Carry Firearms Outside Residence (PTCFOR) ID or other relevant document for at least Two (2) Security Guards

xvii. Certificate or diploma, as proof that security guards are at least high school graduates and that security officers are holders of a baccalaureate degree;

xviii. PDS (reflecting service record) of at least 500 personnel, as proof that new applicants and security guards in non-supervisory position are **not** less than eighteen (18) years of age nor more than fifty (50) years of age;

xix. Certified Security Professional (CSP) Certification for Security Guards or **Certified Security and Safety Professional (CSSP) Certification** for Security Officers;

xx. Unexpired or recent neuro-psychiatric and drug test results or its equivalent for Security Guards and Security Officers;

xxi. Certificate of Gun safety seminar or its equivalent **with actual live firing**, as proof that the security guards and security officers are trained in handling firearms or have completed Gun Safety Seminar with accredited institutions;

	<p><u>xxii.</u> Certificate of Training or its equivalent (for Security Guards), as proof of pre-licensing training course or its equivalent;</p> <p><u>xxiii.</u> Certificate of Training or its equivalent (for Security Officers), as proof of completion of security officer training course;</p> <p><u>xxiv.</u> Unexpired or recent clearances from NBI, police, barangay, and or court for Security guards and Security officers;</p> <p><u>xxv.</u> Unexpired license or its equivalent (for those security guards who will serve as close-in security/escort), as proof that they have a valid security license during bidding date until end of tour of duty in the Office of the Ombudsman;</p> <p><u>xxvi.</u> Valid License to Exercise Private Security Profession issued by the PNP SOSIA (for security guards and security officers)</p>
21.1	<p>1. The Service Provider, within ten (10) days from receipt of Notice to Proceed or similar notice, shall submit a comprehensive security protocol including the plan on Quick Response Emergencies.</p> <p>2. Warranty Security – The obligation for the warranty shall be covered by, at the Service Provider’s option, either retention money in an amount equivalent to one percent (1%) of every progress payment, or a special bank guarantee equivalent to one percent (1%) of the total Contract Price, to be released after one (1) year from acceptance.</p>

Section IV. General Conditions of Contract

General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its Updated 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 Updated 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 Updated 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**.
- 2.3. x xx
- 2.4. x xx

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 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 Updated 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>Delivery of Goods is required for one (1) year and the one (1) year Contract shall be effective on the day after receipt of the Notice to Proceed.</p> <p>The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of Security Services to the Project Sites, the Contractor/Service Provider shall notify and furnish the following documents on a monthly basis to the Procuring Entity through its duly designated Ombudsman Security Officer/Supervisor:</p> <ul style="list-style-type: none"> (i) Agency’s Monthly Billing (ii) Daily Security Journal (iii) Daily Guard Disposition (iv) Bi-Monthly Daily Guard Detail (v) Original and four (4) copies of Monthly Deployment Report (MDR) duly accomplished by the Service Provider/Contractor at the end of each month stating the names of the guards and supervisors, salary rates and actual attendance. (vi) Copy of pay slips and evidence of receipt by the security guards to serve as proof that the preceding salaries and wages of its security assigned at the latter’s premises has been paid. (vii) Proof of remittances to SSS, Philhealth, State Insurance, PAG-IBIG, and Retirement (in compliance with the labor laws and regulations on entitlement to wages and deductions and Section 6.5(d) of DOLE Department Order No. 14 series of 2001 on retirement benefits), as well as the withholding taxes due to the BIR has been duly remitted/paid. Failure to do so is a ground for the cancellation of the contract. (viii) In case of increase of security services requirement, salaries or wages of the said personnel shall be billed separately and payable within seven (7) days from receipt of the bill and/or demand from the CONTRACTOR. <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered [Quezon City, (Office of the Ombudsman, Agham Road, Diliman, Quezon City)]. In accordance with INCOTERMS.”</p>

[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered to **Quezon City (Office of the Ombudsman, Agham Road, Diliman, Quezon City)**. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

The term of delivery of service under this Contract shall be as follows:

Delivery Period: **Delivery of the Goods and Services is required for one (1) year and the Contract shall be effective on the day after the receipt of the Notice to Proceed.**

Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI, Schedule of Requirements.

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is *Mr. Willy O. Misa, Administrative Officer V, Property Management Section (PMS), General Services Division (GSD) Office of the Ombudsman, Agham Road, Quezon City with Telephone Nos.: 5317-8300 local 1232 or 1204*

Incidental Services -

The Supplier/Service Provider is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract.
- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. **Additional services incidental to the contract of one (1) year Security Requirement.**

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

<p>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
<p>2. in the event of termination of production of the spare parts:</p>
<p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p>
<p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p>
<p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of ten (10) years.</p>
<p>Spare parts or components shall be supplied as promptly as possible, but in any case, within forty-five (45) calendar days of placing the order.</p>
<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>
<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>

	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>
	<p>Transportation –</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>
	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>
	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	<p>Intellectual Property Rights –</p>
	<p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>“The terms of payment shall be as follows: MONTHLY, provided that the Service Provider shall have completed all the required documents every monthly billing period.”</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>a. checking and testing if the equipment and materials work correctly;</p> <p>b. inspecting and testing if the equipment and materials are in good operational condition/functional.</p> <p>upon delivery of goods of security equipment and materials, etc.</p>

Section VI. Schedule of Requirements

Schedule of Requirements

PB 2023-13:

PUBLIC BIDDING OF SECURITY SERVICES REQUIREMENT OF THE OFFICE OF THE OMBUDSMAN FOR CY 2024-2025

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

Item Number	Description (Personnel, Equipment and Materials)	Quantity	Total	Delivered, Weeks/Months
1	Security personnel	80	80	
2	At least two (2) set of prescribed complete uniform, including provision of face mask, per security guard	160	160	
3	Nightstick/baton	80	80	
4	Whistle	80	80	
5	Flashlight	80	80	
6	First-Aid Kit (not expired medicine)	80	80	
7	Handcuffs	80	80	
8	Timepiece	80	80	
9	Notebook (Tickler), Ballpen	80	80	
10	Service Firearm (if required; provided, must have prior training in gun safety and handling)	See Nos. 29-32	See Nos. 29-32	
11	Radio Communication (with provision for organic security personnel)	90	90	
12	Teargas	80	80	
13	Digital camera with at least 18 MP and at least 32 gigabyte internal storage device	1	1	
14	Metal Detector (Walk Through)	2	2	
15	Raincoat and Boots	20	20	
16	Under chassis mirror	2	2	
17	Binoculars (night vision capable)	1	1	
18	Stretcher	2	2	
19	Wheelchair	2	2	
20	Megaphone	2	2	
21	Traffic Vest and Gloves	10	10	
22	Surveillance Mirror	2	2	
23	Handheld Metal Detector	8	8	
24	Radio Base unit with repeater antennae	1	1	
25	Bullet Proof Vest, Certified Level IV	8	8	
26	Riot shield/Truncheon and Helmet	12	12	
27	Stun Devices	5	5	
28	Large Umbrella	20	20	
29	Cellular Phone assigned to Security supervisor	2	2	
30	Body Camera	5	5	

31	9-mm pistol service firearm with 30 rounds ammunition and with valid license	34	34	
32	.38 caliber pistol service firearm with 12 rounds ammunition and with valid license	16	16	
33	12 ga. Shotgun (semi-automatic shotgun (magazine fed) with 12 rounds of ammunition and with valid license	2	2	
34	12-gauge shotgun with 12 rounds of ammunition and with valid license	2	2	
35	K9 Team	4 teams with 1 reliever	4 teams with 1 reliever	
36	Emergency van/Asian Utility Vehicle (AUV)/Multi-Purpose Vehicle (MPV) (model year: at least 2020). Must be in good running condition and on permanent stand-by within the Ombudsman premises for the duration of the contract	1	1	
37	Bomb Blanket	2	2	
38	Boom (Heavy Duty) for inspection bay	1	1	
39	Safety Vault	1	1	
40	Traffic Cone	20	20	
41	Security Gun Cabinet	2	2	
42	Desktop Computer with Printer	3	3	
43	4 drawer steel filing cabinet	2	2	

Note: Delivery of the Goods and Services is required for one (1) year and the Contract shall be effective on the day after the receipt of the Notice to Proceed.

I hereby certify to comply and deliver all the above requirements.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date Signed: _____

Section VII. Amended Technical Specifications

Amended Technical Specifications

AMENDED OMBUDSMAN BID FORM No. 1 – TECHNICAL SPECIFICATION WITH BIDDER’S STATEMENT OF COMPLIANCE

HON. ADORACION A. AGBADA

Chairperson, Bids and Awards Committee

Office of the Ombudsman

Agham Road, North Triangle

Diliman, Quezon City

Madam:

Herewith is our TECHNICAL PROPOSAL for your office requirement:

(INSTRUCTION TO BIDDER: **Check** the **“Comply”** box if bidder complies with the Ombudsman Specifications. A Technical Proposal containing unchecked **“Comply”** boxes would be automatically rated as **“FAILED.”**)

Item No.	Qty	Unit	Office of the Ombudsman Technical Specifications	Bidder’s Statement of Compliance*
1	1	lot	Security Services Requirement of the Office of the Ombudsman for CY 2024-2025	<input type="checkbox"/> Comply
			I. Service Provider shall provide licensed security guards for eighty (80) posts and necessary services as required under the project (Annex “A”- Posts Assignments)	<input type="checkbox"/> Comply
			II. Minimum Qualification of Security Guards and Security Officers as stated in Annex “B”	<input type="checkbox"/> Comply
			III. The Service Provider must: <u>(renumbered)</u>	<input type="checkbox"/> Comply
			1. Be in the industry of providing security services for at least 5 years at the time of bidding;	<input type="checkbox"/> Comply
			2. Be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing. A Certification from PADPAO must be submitted;	<input type="checkbox"/> Comply
			3. Have a licensed or certified Baggage Xray Machine Operator;	<input type="checkbox"/> Comply
			4. Be a duly licensed and/or registered Service Contractor with the Department of Labor and Employment, Social Security System, Home Development Mutual Fund (PAGIBIG) and Philippine Health Insurance Corporation (PHILHEALTH);	<input type="checkbox"/> Comply
			5. Have a Main Office in Metro Manila;	<input type="checkbox"/> Comply
			6. Have a rating of at least Very Satisfactory from at least One (1) Client with a past or ongoing contract;	<input type="checkbox"/> Comply
			7. Have at least Five Hundred (500) licensed security guards in its roster;	<input type="checkbox"/> Comply
			8. Have at least One Hundred (100) licensed/registered firearms;	<input type="checkbox"/> Comply
			9. Have at least One Hundred (100) licensed/registered handheld radio/telecommunication devices;	<input type="checkbox"/> Comply

			10. Be licensed/registered with the Philippine National Police-Supervisory Office for Security and Investigation Agencies (PNP-SOSIA). The unexpired or valid License to Operate from the PNP-SOSIA must be submitted;	<input type="checkbox"/> Comply
			11. Have at least two (2) security guards with professional driver's license and permit to carry firearms outside the premises;	<input type="checkbox"/> Comply
			12. Be compliant with the Organizational Setup and Criteria in the selection and recruitment of security personnel in accordance with Republic Act No. 5487 as amended by RA 11917 and its Implementing Rules and Regulations (IRR);	<input type="checkbox"/> Comply
			13. Have a liquidity ratio of at least 2:1 based on CYs 2021 and 2022 Audited Financial Statement where the formula is: Current Assets/Current Liability.	<input type="checkbox"/> Comply
			IV. The Service Provider shall provide security services for officials and employees of the Office of the Ombudsman in: a. The designated places in accordance with Annex "A;" b. Other related places, if necessary.	<input type="checkbox"/> Comply
			V. The Service Provider, within ten (10) days from receipt of Notice to Proceed or similar notice, shall submit a comprehensive security protocol including the plan on Quick Response Emergencies.	<input type="checkbox"/> Comply
			VI. Duties And Responsibilities: 1. Service Provider shall provide SECURITY SERVICES to guard, patrol, protect and keep watch of office premises, officials and employees, properties and records in accordance with R.A. No. 5487 as amended by RA No 11917 and its IRR, and other security services, which shall include but not limited to the following, to wit: - Inspection of bags of visitors; - Logging in of visitors and personnel; - Deposit and safekeeping of visitor's firearms; - Daily inspection of premises for any fire or electrical hazards; - Securing/guarding/locking of entrances and exits, reporting of unusual activities or packages, etc. - assist the employees during calamities or man-made disasters/occurrences. - and such other related tasks as may be assigned;	<input type="checkbox"/> Comply
			2. The Service Provider shall maintain peace and order within the premises, free the employees and officials from any assault, harassment, threat or intimidation from any person within the premises.	<input type="checkbox"/> Comply
			3. The Service Provider shall retain at least 50% of the roster of the current Service Provider upon the recommendation of the authorized representative of the Office of the Ombudsman for better transition and to ensure that organic personnel are properly identified.	<input type="checkbox"/> Comply
			4. The Service Provider shall provide adequate and responsible supervision over its personnel and shall assume full responsibility of their proper and efficient performance. The discipline and administration of the guards shall conform with R.A. No. 5487 as amended by R.A. No.	<input type="checkbox"/> Comply

			11917 and its IRR. It shall have direct supervision over and control of the assigned security guards to include the exclusive and absolute right to reshuffle, reassign, suspend, lay off, terminate and/or impose disciplinary measures, direct and control the services, and determine the wages, salaries and compensation of the security guards who are assigned to the Ombudsman in accordance with the minimum wage order; <i>Provided</i> that the reshuffling, reassignment, suspension, layoff, termination and/or disciplinary measures imposed on the security guards by the Service Provider shall not affect the performance of its obligations and undertakings under this Contract. Before it reshuffles, reassigns, suspends, lays off, terminates, or imposes disciplinary measure on the security guards deployed to the Ombudsman, it must first inform it in writing of such action at least five (5) days prior thereto.	
			5. The Service Provider shall be solely and exclusively responsible for any act or omission committed by its security personnel/employees, within the Office premises and other designated places enumerated under Annex “A” hereof.	<input type="checkbox"/> Comply
			6. The Service Provider shall have an Area Operation Manager who shall be available for coordination should the need arises and a separate billing officer who shall aid the finances of their personnel every month so as not to hamper the duties of the posted personnel. Said personnel shall not be posted in the OMB and shall not receive any salary from the contract.	<input type="checkbox"/> Comply
			7. The Service Provider shall assume full responsibility for any loss or damages to the Office of the Ombudsman’s property due to theft, pilferage, robbery, sabotage and any form of trespass arising from their personnel’s own fault or negligence.	<input type="checkbox"/> Comply
			8. The Service Provider shall guarantee absolute non-occurrence of any form of mass action protest, mass leave, or strike by its security guards within the office premises.	<input type="checkbox"/> Comply
			9. The Service Provider and its employees assigned to the Office of the Ombudsman shall not, during the effectivity of the contract or anytime thereafter, disclose to any person or entity any information concerning the affairs of the Office of the Ombudsman which the Service Provider and its employees may have acquired by reason of its services;	<input type="checkbox"/> Comply
			10. The Service Provider must provide the complete uniform, equipment and paraphernalia as enumerated in Annex “C” .	<input type="checkbox"/> Comply
			VII. The One (1) Year contract for the security services shall be effective on the day after the receipt of the Notice to Proceed.	<input type="checkbox"/> Comply
			VIII. The Service Provider shall submit a certification or proof that it has remitted or paid to the proper government agencies, such as the Social Security System (SSS), Pag-IBIG, and the Philippine Health Insurance Corporation, the required contributions with the corresponding management share as mandated by law, and the income taxes due thereon, if applicable, on the following periods:	<input type="checkbox"/> Comply
			a. Within the first fifteen (15) days of every month, a statement signed by the Service Provider’s duly	<input type="checkbox"/> Comply

			<p>authorized representative that it has paid all wages, salaries, compensation, contribution, and other benefits due to the assigned security guards, together with proof of remittances and/or payments and that such remittance and payments were all made in accordance with the law; and</p>																			
			<p>b. Within the first ten (10) days of every quarter, a copy of its duly accomplished forms signed by the Service Provider’s authorized representative of the SSS, Pag-IBIG, and the Philippine Health Insurance Corporation remittances.</p> <p>The Service Provider also warrants that it has remitted or paid to the appropriate government agency, together with the management share in the contribution, as required by law. Moreover, it shall also warrant that the assigned security guards are paid not less than the minimum wage as provided for by law.</p> <p>The Office (Ombudsman) shall not be held liable for any claims and/or damages arising from the failure of the Service Provider to pay, withhold, or remit said contributions to applicable government agencies.</p>	<input type="checkbox"/> Comply																		
			<p>IX. The Office of the Ombudsman shall have the right to monitor and review the assigned security guard’s performance, capability, or attitude as may be necessary, in connection with the quality and acceptability of the security service rendered. In relation thereto, the Service Provider must maintain a performance rating of at least 80 points during the contract period from the Quarterly Performance Review and Assessment to be conducted by the duly authorized representative of the Office of the Ombudsman based on the following criteria:</p> <table border="1" data-bbox="511 1459 1320 1763"> <thead> <tr> <th colspan="2">Performance Criteria</th> <th>Weight</th> </tr> </thead> <tbody> <tr> <td>I</td> <td>Conformity to Technical Requirements</td> <td>(25)</td> </tr> <tr> <td>II</td> <td>Timeliness in the Delivery of Services</td> <td>(25)</td> </tr> <tr> <td>III</td> <td>Behavior of Personnel (Courteous, Professional and Knowledgeable)</td> <td>(20)</td> </tr> <tr> <td>IV</td> <td>Response to Complaints</td> <td>(20)</td> </tr> <tr> <td>V</td> <td>Compliance with set office policies for such services</td> <td>(10)</td> </tr> </tbody> </table> <p>Performance Rating Passing rate: 80 points</p>	Performance Criteria		Weight	I	Conformity to Technical Requirements	(25)	II	Timeliness in the Delivery of Services	(25)	III	Behavior of Personnel (Courteous, Professional and Knowledgeable)	(20)	IV	Response to Complaints	(20)	V	Compliance with set office policies for such services	(10)	<input type="checkbox"/> Comply
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			<p>X. MANNING SCHEDULE: With security guards for the eighty (80) posts and necessary services as required under the project:</p> <p style="text-align: center;">Number of Security Guards per Duty Schedule, by Area</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: black; color: white;">Security Guard (SG) Duty Schedule</th> <th style="background-color: black; color: white;">Number of Security Guards</th> <th style="background-color: black; color: white;">Area</th> </tr> </thead> <tbody> <tr> <td>SG to work 6 days a week (Day Shift) (6am to 6pm)</td> <td style="text-align: center;">51</td> <td style="text-align: center;">NCR</td> </tr> <tr> <td>SG to work 6 days a week (Night Shift) (6pm to 6am)</td> <td style="text-align: center;">19</td> <td style="text-align: center;">NCR</td> </tr> <tr> <td>SG to work 7 days a week (Day Shift) (6am to 6pm)</td> <td style="text-align: center;">8</td> <td style="text-align: center;">NCR – 5 Rosales, Pangasinan - 3</td> </tr> <tr> <td>SG to work 7 days a week (Night Shift) (6pm to 6am)</td> <td style="text-align: center;">2</td> <td style="text-align: center;">Rosales, Pangasinan</td> </tr> <tr> <td>Total No. of Security Guards Required</td> <td style="text-align: center;">80</td> <td></td> </tr> </tbody> </table>	Security Guard (SG) Duty Schedule	Number of Security Guards	Area	SG to work 6 days a week (Day Shift) (6am to 6pm)	51	NCR	SG to work 6 days a week (Night Shift) (6pm to 6am)	19	NCR	SG to work 7 days a week (Day Shift) (6am to 6pm)	8	NCR – 5 Rosales, Pangasinan - 3	SG to work 7 days a week (Night Shift) (6pm to 6am)	2	Rosales, Pangasinan	Total No. of Security Guards Required	80		<input type="checkbox"/> Comply
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Total No. of Security Guards Required	80																					
			<p>XI. In case the OMB has lost its trust and confidence in one or several personnel of the Service Provider, OMB may recommend the transfer, return to agency, suspension, or termination of the said personnel.</p>	<input type="checkbox"/> Comply																		

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid

Very truly yours,

Signature Over Printed Name

Position

Company

Telephone Number/s

Email address/es

Date signed

Statement of Compliance

[Bidders must check the "Comply" box against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "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.]

Bid Form

OMBUDSMAN BID FORM NO. 2-FINANCIAL PROPOSAL WITH UNDERTAKING

BID FORM

Date : _____

Project Identification No. : **PB 2023-13**

HONORABLE SAMUEL R. MARTIRES

Ombudsman

Office of the Ombudsman

Agham Road, North Triangle

Diliman, Quezon City

Attention: **HON. ADORACION A. AGBADA**

The Chairperson

Bids and Awards Committee-Main

Dear Ombudsman Martires:

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the **Security Services Requirement of the Office of the Ombudsman for CY 2024-2025 (PB 2023-13)**, 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 **and Cost Distribution** 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 **and Cost Distribution**.

If our Bid is accepted, we undertake:

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

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

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

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

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[Special Power of Attorney/Secretary's Certificate/Certification from the Bidder/Authority issued by the bidder]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached *Detailed Cost Breakdown/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: _____

Please also provide the following details for purposes of Bid notification required under Section 25.7 of the 2016 IRR (kindly provide details of **at least two (2)** officers of your company):

Name of Proprietor/ Managing Partner / President: _____

Address: _____

Email Address/es: _____

Contact Number/s: _____

Name of Proprietor/ Managing Partner / President: _____

Address: _____

Email Address/es: _____

Contact Number/s: _____

Price Schedule for Goods Offered from Abroad (If applicable)
[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: _____

**Price Schedule for Goods Offered from Within the Philippines
(If applicable)**

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

COST DISTRIBUTION

Items	12 HOURS DUTY (Day Shift) 6 days work No. of Security Guards = 51	12 HOURS DUTY (Night Shift) 6 days work No. of Security Guards = 19	12 HOURS DUTY (Day Shift) 7 days work No. of Security Guards = 8	12 HOURS DUTY (Night Shift) 7 days work No. of Security Guards = 2
Column 1	Column 2	Column 3	Column 4	Column 5
1. Number of Security Guards	51	19	8	2
2. Shift	Day Shift	Night Shift	Day Shift	Night Shift
3. Number of working hours per day	12	12	12	12
4a. Time Period	(6am to 6pm)	(6pm to 6am)	(6am to 6pm)	(6pm to 6am)
5. Number of working days per week	6	6	7	7
6. Total number of days considered paid in a year	313	313	395	395
6a. Ordinary Working Days	293	293	293	293
6b. Rest Days	-	-	67.6	67.6
6c. Regular Holidays	12	12	24	24
6d. Special Non-working days	8	8	10.4	10.4
7. New Minimum Wage Rate (DW) per Wage Order No. NCR-24, s. 2023	610.00	610.00	610.00	610.00
A. TOTAL AMOUNT DIRECTLY TO GUARD = a1. + a2. + a3. + a4. + a5. + a6. + a7.				
a1. Basic Average Monthly Salary = (DW X No. of Days considered paid per Year / 12)				
a2. Night Shift Differential Pay (For each hour of work performed between 10pm to 6am) = = a2.a + a2.b. + a2.c. + a2.d.				
a2.a Ordinary Working Days (Additional 10%)				
a2.b Rest Days (Additional 43%)				
a2.c Regular Holidays (Additional 120%)				
a2.d Special Non-working days (Additional 43%)				
a3. 13th Month Pay = [((DW x (395 or 313 or 261)) / 12)/12]				
a4. Five Days Service Incentive Leave Pay = [((DW + COLA) x 5 days)/12]				
a5. Uniform Allowance (R.A. 5487)				
a6. COLA				
a7. Overtime (OT) Pay for Day Shift = a7.1a + a7.1b. + a7.1c + a7.1d. OR OT Pay for Night Shift = a7.2a + a7.2b. + A7.2c + a7.2d.				
Day Shift - OT				
a7.1a. Ordinary Working Days, OT (125%)				
a7.1b. Rest Days, OT (169%)				
a7.1c. Regular Holidays, OT (260%)				
a7.1d. Special (Non-working days, OT (169%)				
Night Shift - OT				
a7.2a. Ordinary Working Days, Night Shift, OT (137.5%)				
a7.2b. Rest Days, Night Shift, OT (185.9%)				
a7.2c. Regular Holidays, Night Shift, OT (286%)				
a7.2d. Special (Non-working) days, Night Shift, OT (185.9%)				

Items	12 HOURS DUTY (Day Shift) 6 days work No. of Security Guards = 51	12 HOURS DUTY (Night Shift) 6 days work No. of Security Guards = 19	12 HOURS DUTY (Day Shift) 7 days work No. of Security Guards = 8	12 HOURS DUTY (Night Shift) 7 days work No. of Security Guards = 2
Column 1	Column 2	Column 3	Column 4	Column 5
B. TOTAL AMOUNT TO GOVERNMENT IN FAVOR OF GUARD = b1. + b2. + b3. + b4. + b5. + b6.				
b1. Retirement Benefit ((DW x 22.55 days/12))				
b2. SSS Premium (<i>Employer Share</i>)				
b3. SSS Worker's Investment and Savings Program (WISP) (<i>Employer Share</i>)				
b4. Philhealth Contribution (<i>Employer Share</i>)				
b5. State Insurance Fund (<i>Employer Share</i>)				
b6. Pag-IBIG Fund (<i>Employer Share</i>)				
C. TOTAL AMOUNT TO GUARD & GOVERNMENT = (A. + B.)				
D. AGENCY FEE Per Month = (A + B) x _____ % Specify the percentage in the space provided				
E. VALUE ADDED TAX (VAT) per RMC-39-2007 = (D. X 12%)				
F. MONTHLY BILLING RATE/GUARD (Row C. + Row D. + Row E.)				
G. NUMBER OF SECURITY GUARDS				
H. MONTHLY CHARGES = (F. x G.)				
I. MULTIPLY BY 12 MONTHS				
J1. TOTAL AMOUNT TO GUARD & GOVERNMENT = (C. x G. x 12 months)				
J2. AGENCY FEE Per Month = (D. x G. x 12 months)				
J3. VALUE ADDED TAX (VAT) per RMC-39-2007 = (E. x G. x 12 months)				
J. TOTAL CONTRACT PRICE PER YEAR = J1. + J2. + J3.				
K. TOTAL BID PRICE (In Philippine Currency PhP) = Sum of Row J. =				
TOTAL BID PRICE IN WORDS =				

ANNEX “A” - SECURITY POSTS

Posts Assignment Plan

A. OMB Main Building (Day Shift, five (5) days duty from 6:30 AM to 6:30 PM)		
No.	Floor	Post Assignment
1	4 th Floor	Roving Guard (OSP Area)
2	3 rd Floor	Roving Guard (Luzon Office)
3	3 rd Floor	Front Elevator (OMB Luzon)
4	2 nd Floor	Central Records Receiving Area
5	2 nd Floor	North Hallway
6	Ground Floor	Lobby Walk Through Detector (Male)
7	Ground Floor	Lobby Walk Through Detector (Female)
8	Ground Floor	Front Elevator
9	Ground Floor	Loading/Unloading Area (Near Canteen & CDC)
10	Ground Floor	Lobby Exit
11	Ground Floor	Lobby Information Assistant
12	Basement	Basement Parking Front Elevator
13	Perimeter	Assist Parking in Front of Main Building
14	Perimeter	Boom Barrier/Boom Gate (Landbank)
15	Perimeter	Gate Pedestrian/Screening
16	Perimeter	K9-1 Main Building Lobby
17	Perimeter	K9-2 Inspection Bay (Near Entrance Gate)
18	Command	Assistant Detachment Commander (ADC)

B. OMB Annex Building (Day Shift, five (5) days duty from 6:30 AM to 6:30 PM)		
No.	Floor	Post Assignment
19	5 th Floor	OODO Entrance Door
20	5 th Floor	Elevator/Roving
21	4 th Floor	Right Wing
22	3 rd Floor	Right Wing
23	2 nd Floor	Left Wing Hallway
24	Ground Floor	Lobby Entrance Frisking (Female)
25	Ground Floor	Annex Side Entrance
26	Perimeter	K9-3 OMB Annex Lobby
27	Command	Assistant Detachment Commander (ADC)

C. Sandiganbayan Building (Day Shift, five (5) days duty from 6:30 AM to 6:30 PM)		
No.	Floor	Post Assignment
28	5 th Floor	OSP-Sandiganbayan Office
29	Perimeter	Sandiganbayan Back Parking Area

D. Commission on Audit Building
((Day Shift, five (5) days duty from 6:30 AM to 6:30 PM))

No.	Floor	Post Assignment
30	Ground Floor	OSP-COA Holding Area

E. OMB Main Building
(Day Shift, seven (7) days duty from 6:30 AM to 6:30 PM)

No.	Floor	Post Assignment
31	4 th Floor	SP Entrance Door
32	4 th Floor	Front Elevator OSP
33	3 rd Floor	Front Elevator Luzon
34	2 nd Floor	DO MOLEO/South Hallway
35	Ground Floor	VIP Parking
36	Ground Floor	Lobby Information
37	Roving Officer 1	Roving All Floors
38	Basement	Basement Parking Entrance
39	Perimeter	Gate Vehicle Exit
40	Perimeter	Gate Entrance/Recorder
41	Perimeter	OMB Lot Side Gate (CTA Side)
42	Perimeter	OMB Lot Gate Entrance
43	Command Center	Detachment Commander

F. OMB Annex Building
(Day Shift, seven (7) days duty from 6:30 AM to 6:30 PM)

No.	Floor	Post Assignment
44	5 th Floor	OMB Proper Entrance Door
45	4 th Floor	Left Wing (in front of GIB-A)
46	3 rd Floor	Left Wing Elevator
47	2 nd Floor	Right Wing Hallway/Elevator
48	Ground Floor	Lobby Information Desk
49	Basement	Entrance/Exit
50	Perimeter	Northside Perimeter
51	Command	Roving Assist-2 (R2) Perimeter

G. SATELLITE OFFICE
(Day Shift, seven (7) days duty from 6:30 AM to 6:30 PM)

No.	Location	Post Assignment
52	OMB Rosales, Pangasinan	Entrance Gate
53	OMB Rosales, Pangasinan	Exit Gate
54	OMB Rosales, Pangasinan	Lobby/Roving

H. SATELLITE OFFICE

(Night Shift, seven (7) days duty from 6:30 PM to 6:30 AM)

No.	Location	Post Assignment
55	OMB Rosales, Pangasinan	OMB Rosales, Pangasinan Building/Roving
56	OMB Rosales, Pangasinan	Perimeter

I. OMB Annex Building

(Night Shift, seven (7) days duty from 6:30 PM to 6:30 AM)

No.	Floor	Post Assignment
57	5 th Floor	OMB Proper Entrance Door
58	4 th Floor	Roving
59	3 rd Floor	Roving
60	2 nd Floor	Roving
61	Ground Floor	Lobby Information Desk
62	Basement	Entrance/Exit
63	Perimeter	Northside
64	Perimeter (OMB Premises)	K9-4
65	Command	Roving Assist-2 (R2) Perimeter

J. OMB Main Building

(Night Shift, seven (7) days duty from 6:30 PM to 6:30 AM)

No.	Floor	Post Assignment
66	4 th Floor	Front Elevator OSP/Roving
67	3 rd Floor	Front Elevator Luzon/Roving
68	2 nd Floor	DO MOLEO/South hallway/Roving
69	Ground Floor	VIP Parking
70	Ground Floor	Lobby Information
71	Basement	Basement Parking Entrance
72	Perimeter	Gate Vehicle Exit
73	Perimeter	Gate Entrance/Recorder
74	Perimeter	OMB Lot Gate Entrance
75	Command Center	Detachment Commander

K. NHA (OMB Employee's Parking Area)

(Day Shift, five (5) days duty from 6:30 AM to 6:30 PM)

No.	Location	Post Assignment
76	NHA (Former Manila Seedling Bank)	Entrance
77	NHA (Former Manila Seedling Bank)	Parking Assist 1
78	NHA (Former Manila Seedling Bank)	Parking Assist 2

**L. Certified X-Ray Machine Operator
(Day Shift, five (5) days duty from 6:30 AM to 6:30 PM)**

No.	Location	Post Assignment
79	Main Building	Lobby Main/X-ray Machine Operator
80	Annex Building	Lobby Annex/X-ray Machine Operator

ANNEX “B” – AMENDED MINIMUM QUALIFICATION OF SECURITY GUARDS AND SECURITY OFFICERS (renumbered)

1. Filipino citizen;
2. At least high school graduate for security guards and holder of a baccalaureate degree for security officers; (Certificate or diploma);*
3. Not less than eighteen (18) years of age nor more than fifty (50) years of age (for new applicants and security guards in non-supervisory position); (PDS reflecting service record);*
4. Must be a Certified Security Professional (CSP) or Certified Security and Safety Professional (CSSP) for Security Officers; (CSP and CSSP Certification)*
5. For Security Officers, must have an additional Two (2) years of relevant supervisory experience;
6. Must have at least three (3) years of experience as a Security Guard/Protective Agent or relevant experience in rendering safety and security;
7. Continuous compliance with the following:
 - a. unexpired or recent neuro-psychiatric and drug tests; (test results or its equivalent)*
 - b. of good moral character without derogatory record;
 - c. trained in handling firearms or completed Gun Safety Seminar with accredited institutions; (Certificate of Gun safety seminar or its equivalent with live firing)*
 - d. For Security Guards, pre-licensing training course or its equivalent (certificate of training or its equivalent);*
 - e. For Security Officers, completion of security officer training course (certificate of training or its equivalent);*
 - f. unexpired or recent clearances from NBI, police, barangay, and or court; (clearances);*
 - g. Capable of writing incident report;
 - h. Security Officers should be computer literate and preference are given to more computer literate security personnel;
8. For those security guards who will serve as close-in security/escort, they must be:
 - a. a licensed Protection Agent (PA); and
 - b. should maintain a valid security license during bidding date until end of tour of duty in the Office of the Ombudsman; (unexpired license or its equivalent).*
9. Must be knowledgeable and a certified Baggage Xray Machine Operator for security guards to be deployed as Xray Machine Operator (with certification of training)
10. valid License to Exercise Private Security Profession issued by the PNP SOSIA. (copy of license)*

*-to be provided during post qualification based on the roster list to be submitted

ANNEX “C” - REQUIRED UNIFORM, EQUIPMENT AND PARAPHERNALIA

The Service Provider shall provide the following security equipment and paraphernalia, which are brand new or in good condition:

Item	Description	Quantity
1	At least two (2) set of prescribed complete uniform, including provision of face mask, per security guard	160
2	Nightstick/baton	80
3	Whistle	80
4	Flashlight	80
5	First-Aid Kit (not expired medicine)	80
6	Handcuffs	80
7	Timepiece	80
8	Notebook (Tickler), Ballpen	80
9	Service Firearm (if required; provided, must have prior training in gun safety and handling)	See Nos. 29-32
10	Radio Communication (with provision for organic security personnel)	90
11	Teargas	80
12	Digital camera with at least 18 MP and at least 32 gigabyte internal storage device	1
13	Metal Detector (Walk Through)	2
14	Raincoat and Boots	20
15	Under chassis mirror	2
16	Binoculars (night vision capable)	1
17	Stretcher	2
18	Wheelchair	2
19	Megaphone	2
20	Traffic Vest and Gloves	10
21	Surveillance Mirror	2
22	Handheld Metal Detector	8
23	Radio Base unit with repeater antennae	1
24	Bullet Proof Vest, Certified Level IV	8
25	Riot shield/Truncheon and Helmet	12
26	Stun Devices	5
27	Large Umbrella	20
28	Cellular Phone assigned to Security supervisor	2
29	Body Camera	5
30	9-mm pistol service firearm with 30 rounds ammunition and with valid license	34
31	.38 caliber pistol service firearm with 12 rounds ammunition and with valid license	16
32	12 ga. Shotgun (semi-automatic shotgun (magazine fed) with 12 rounds of ammunition and with valid license	2
33	12-gauge shotgun with 12 rounds of ammunition and with valid license	2
34	K9 Team	4 teams with 1 reliever
35	Emergency van/Asian Utility Vehicle (AUV)/Multi-Purpose Vehicle (MPV) (model year: at least 2020). Must be in good running condition and on permanent stand-by within the Ombudsman premises for the duration of the contract	1
36	Bomb Blanket	2

37	Boom (Heavy Duty) for inspection bay	1
38	Safety Vault	1
39	Traffic Cone	20
40	Security Gun Cabinet	2
41	Desktop Computer with Printer	3
42	4 drawer steel filing cabinet	2

ANNEX “D” – NUMBER OF POSTS PER LOCATION

Number of Posts per Location				
Location	Day Shift Post 5-day duty	Day Shift Post 7-day duty	Night Shift Post 7-day duty	Total Posts
NCR				
OMB Main Building	18	13	10	41
OMB Annex Building	9	8	9	26
Sandiganbayan Holding Area	2			2
Commission on Audit	1			1
Ombudsman Parking Area at NHA Compound	3			3
X-Ray Machine	2			2
Sub-total	35	21	19	75
Rosales, Pangasinan				
OMB Rosales, Pangasinan		3	2	5
Total No. of Posts	35	24	21	80
Based on the Scheme of Security Group				

ANNEX “E” – NUMBER OF SECURITY GUARDS PER DUTY SCHEDULE

Number of Security Guards per Duty Schedule	
Security Guard (SG) Duty Schedule	Number of Security Guards
SG to work 6 days a week (Day Shift) (6am to 6pm)	51
SG to work 6 days a week (Night Shift) (6pm to 6am)	19
SG to work 7 days a week (Day Shift) (6am to 6pm)	8
SG to work 7 days a week (Night Shift) (6pm to 6am)	2
Total No. Security Guards Needed	80

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

[Note: The Bidder must **submit two copies** of the first envelope-(1) Original Copy and (2) Copy 1]

Class “A” Documents

Legal Documents

- Valid and current Certificate of PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR of RA 9184 and GPPB Resolution No. 15-2021 dated 14 October 2021¹.

Notes:

Only the current/updated Certificate of PhilGEPS Registration (Platinum Membership) shall be accepted during the Opening of Bids. Also, expired Certificate shall be a ground for the bid to be considered “failed”.

Technical Documents

- 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**
- 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**
- 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**
- Ombudsman Bid Form No. 1** - Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **AND**
- Original duly signed Omnibus Sworn Statement (OSS) (use GPPB prescribed form as per GPPB Resolution No. 16-2020) [see the sample form]; **and**
- Proof of Appointment of Bidder’s Authorized Representative(s):
 - NOTARIZED Certificate issued by the Corporate Secretary (for Corporation/Cooperative/Joint Venture) or issued by the Managing Partner or President (for Partnership), attesting the appointment of the bidder’s representative(s) [see the sample form]; **OR**

¹ The following are the related provisions/requirements based on GPPB Resolution No. 15-2021 dated 14 October 2021 regarding submission of valid/current PhilGEPS Certificate of Registration (Platinum Membership):

- LIFT the suspension on the implementation of mandatory submission of the PhilGEPS Certificate of Registration (Platinum Membership) in Competitive Bidding and Limited Source Bidding, thus, fully enforcing Section 8.5.2 and 54.6 of the 2016 revised IRR of RA 9184 starting 01 January 2022; and
- AMEND Sections 23.1(a)(ii) and 24.1(a)(ii) of the 2016 revised IRR of RA 9184 to reflect that the submission of the recently expired Mayor’s Permit together with the Official Receipt as proof that the prospective bidders has applied for renewal within the period prescribed by the concerned local government unit shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 8.5.2 of the 2016 revised IRR of RA 9184

- NOTARIZED Special Power of Attorney for Sole Proprietorship (see the sample form).

Financial Documents

- BIDDER'S COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC) which must be at least equal to the Approved Budget for the Contract (ABC) based on the submitted AFS under Annex "A" of PhilGEPS Certificate or submitted AFS, and lists of ongoing project(s)² **OR** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- 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.

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

- [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.
- If the Bidder claims preference as a Domestic Bidder/Domestic Entity, the bidder must submit:
- Certification from the Department of Trade and Industry stating that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.

II. FINANCIAL COMPONENT ENVELOPE

[Note: The Bidder must **submit two copies** of the second envelope-(1) Original Copy and (2) Copy 1]

- Ombudsman Bid Form No. 2** - Original of duly signed and accomplished Financial Bid Form³; **AND**
- Original of duly signed and accomplished **Price Schedule(s) and Cost Distribution**

Important note:

For authentication purposes, ALL PAGES of the bidding documents for submission **must be certified** by the authorized signatory of the participating Bidder/Company. The bidders are also reminded to put proper tab on each bidding documents.

The bidder should use the prescribed Sample Forms on the pages indicated in the table of Sample Forms.

² NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

³ Note: Where a required item is provided but no price is indicated, the same shall be considered as non-responsive. However, specifying a "0" (zero) or "-" (dash) for the said item would mean that it is being offered for FREE to the government, except those required by law or regulations to be provided for (Section 32.2.1 (a), Rule IX, IRR)

OFFICE OF THE OMBUDSMAN
Bids and Awards Committee-Main

SAMPLE FORMS	Page
Omnibus Sworn Statement (Revised)	56-57
Authority of Signatory – Special Power of Attorney	58
Authority of Signatory – Secretary’s Certificate	59-60
Statement of All Ongoing Government and Private Contracts Including Contracts awarded but not yet started either similar in nature or not	61
Statement identifying the bidder’s Single Largest Completed Contract (SLCC)	62
NFCC/Financial Documents for Eligibility Check	63
Credit Line Certificate	64-65
Bank Guarantee Form	66
Contract Agreement Form (Revised)	67-68
Bid-Securing Declaration (Revised)	69
Performance Securing Declaration (New)	70

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; and
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*

SUBSCRIBED AND SWORN to before me this day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s personally appear before me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [_____], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Name of Notary _____
Public Serial No. of Commission _____ Notary
Public for _____ until _____
Roll of Attorneys No. _____
PTR No. *[date issued]*, *[place issued]*
IBP No. *[date issued]*, *[place issued]*

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

SPECIAL POWER OF ATTORNEY

I, _____, President of _____, a corporation incorporated under the laws of _____, with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent _____ in the bidding of _____ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

Affiant

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____ 20____, personally appeared:

NAME CTC/Government Issued ID NO. ISSUED AT/ON

known to me and known to be the same person who executed the foregoing instrument consisting of _____() pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Name of Notary _____
Public Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. [date issued], [place issued]
IBP No. [date issued], [place issued]

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

SECRETARY’S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____ DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of _____ by the Office of the Ombudsman; and that if awarded the project shall enter into contract with the Office of the Ombudsman; and in connection therewith hereby appoint _____ acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the Office of the Ombudsman or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____ 20__, personally appeared:

<u>NAME</u>	<u>CTC/Government Issued ID NO.</u>	<u>ISSUED AT/ON</u>

known to me and known to be the same person who executed the foregoing instrument consisting of _____() pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Name of Notary _____
Public Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. [*date issued*], [*place issued*]
IBP No. [*date issued*], [*place issued*]

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

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS

I/We _____, do hereby state that:

1. I/We am/are the authorized and designated representative(s) of _____ (Name of Bidder) with office address at _____;and
2. I/We am/are making this Statement of All Ongoing Government and Private Contract(s) as of _____ in compliance with Section 23.1 and 24.1 of the Revised IRR of RA 9184 and in accordance with the requirements of the Office of the Ombudsman- Bids and Awards Committee:

ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING THOSE AWARDED BUT NOT YET STARTED

Project Name and Description	a. Client Name b. Address c. Telephone Nos. d. Contact Person	a. Date Awarded b. Date Started c. Date of Completion	Title of the Project in the Contract	% of Accomplishment		Contract Amount	Value of Outstanding Contracts/ Undelivered Portion	Date of Delivery/ Completion
				Planned	Actual			
<u>GOVERNMENT:</u>								
<u>PRIVATE:</u>								
						TOTAL COST		

Important notes:

This statement shall be supported with:

- 1 Notice of Award and/or Contract
- 2 Notice to Proceed issued by the owner

Submitted by:

Signature Over Printed Name of Authorized Representative

Name of the Company: _____

Date Signed: _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE REQUIREMENT

I/We _____, do hereby state that:

1. I/We am/are the authorized and designated representative(s) of _____ (Name of Bidder) _____ with office address at _____;
2. I/We am/are making this Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid in accordance to the provisions of RA 9184 and the requirements of the Office of the Ombudsman- Bids and Awards Committee; and
3. The following are the details about the said single largest completed contract similar to the Project within the last five (5) years:

Name of the Contract	Company Name, Contact Person and Contact Number	Description of Similar Contract	Items/Goods	Amount of Contract	Date of Completion

Note: Description of Similar Contract (*description should show with the requirements such as kinds of goods sold, nature/scope of the contract for the procuring entity to determine the relevance of the entries with the Procurement at hand*)

This statement shall be supported with:

1. Certificate of Acceptance by the end-user or Official Receipt (OR) or Sales Invoice)
2. Contract or Purchase Order

Submitted by:

Signature Over Printed Name of Authorized Representative

Name of the Company: _____

Date Signed: _____

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

	CURRENT ASSET		PhP	
	CURRENT LIABILITIES (less)		PhP	
	NETWORTH		PhP	
			PhP	x 15
	VALUE OF ALL OUTSTANDING CONTRACTS (less)		PhP	
			PhP	
	VALUE OF ALL AWARDED BUT NOT YET STARTED CONTRACTS (less)		PhP	
	NET FINANCIAL CONTRACTING CAPACITY		PhP	

Notes:

The information herein will be based on financial statement for immediately preceeding calendar year duly audited and received by the BIR

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

NFCC = 15 (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

K = is fixed to 15 (Reference 2016 IRR, RA 9184)

The bidder may submit a committed Line of Credit from a Universal or Commercial Bank which must be equal to 10% of the ABC, in lieu of its NFCC computation (Reference: 2016 IRR, RA 9184).

Submitted by:

Signature Over Printed Name of Authorized Representative

Name of the Company: _____

Date Signed: _____

CREDIT LINE CERTIFICATE

Date: _____

HON. SAMUEL R. MARTIRES

Ombudsman
Office of the Ombudsman
Agham Rd. North Triangle,
Diliman, Quezon City

CONTRACT / PROJECT : _____
COMPANY / FIRM : _____
ADDRESS : _____

BANK : _____
ADDRESS : _____
AMOUNT : _____

This is to certify that the above Bank with business address indicated above, commits to provide the _____, if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the _____ of the Notice of Award and such line of credit shall be maintained until the project is completed by the Contractor.

This Certification is being issued in favor of said _____ in connection with the bidding requirement of the Office of the Ombudsman for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized
Financing Institution Officer : _____
Official Designation : _____

Concurred By:
Name & Signature of Supplier/Distributor/
Manufacturer/Contractor's
Authorized Representative : _____
Official Designation : _____

Note: The amount committed should be machine validated.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____ 20__, personally appeared:

NAME CTC/Government Issued ID NO. ISSUED AT/ON

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Name of Notary _____
Public Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. [*date issued*], [*place issued*]
IBP No. [*date issued*], [*place issued*]

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

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 Section 2.2, 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]

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 an integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

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

for:
[Insert Procuring Entity]

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

for:
[Insert Name of Supplier]

ACKNOWLEDGMENT

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

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

SUBSCRIBED AND SWORN to before me this day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s personally appear before me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [_____], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Name of Notary _____
Public Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. *[date issued]*, *[place issued]*
IBP No. *[date issued]*, *[place issued]*

Doc. No. _____
Page No. _____
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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

SUBSCRIBED AND SWORN to before me this day of [month] [year] at [place of execution], Philippines. Affiant/s personally appear before me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [_____], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Name of Notary _____
Public Serial No. of Commission _____
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Roll of Attorneys No. _____
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Doc. No. _____
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