

# **PHILIPPINE BIDDING DOCUMENTS PROCUREMENT OF GOODS**

**TITLE: SUPPLY OF SECURITY SERVICES IN  
VARIOUS SMWD OFFICES FOR THE MONTH  
OF SEPTEMBER TO DECEMBER 2022  
Project Reference No. PB2022-SMWD-S-07-012**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

## Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations</b>	
.....Error! Bookmark not defined.	
<b>Section I. Invitation to Bid</b> .....	<b>2</b>
<b>Section II. Instructions to Bidders</b> .....	<b>5</b>
1. Scope of Bid .....	7
2. Funding Information.....	7
3. Bidding Requirements .....	7
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	8
5. Eligible Bidders.....	8
6. Origin of Goods .....	8
7. Subcontracts .....	8
8. Pre-Bid Conference .....	9
9. Clarification and Amendment of Bidding Documents .....	9
10. Documents comprising the Bid: Eligibility and Technical Components .....	9
11. Documents comprising the Bid: Financial Component .....	10
12. Bid Prices .....	10
13. Bid and Payment Currencies .....	11
14. Bid Security .....	11
15. Sealing and Marking of Bids .....	12
16. Deadline for Submission of Bids .....	12
17. Opening and Preliminary Examination of Bids .....	12
18. Domestic Preference .....	12
19. Detailed Evaluation and Comparison of Bids .....	13
20. Post-Qualification .....	13
21. Signing of the Contract .....	14
<b>Section III. Bid Data Sheet</b> .....	<b>16</b>
<b>Section IV. General Conditions of Contract</b> .....	<b>20</b>
1. Scope of Contract .....	21
2. Advance Payment and Terms of Payment .....	21
3. Performance Security .....	21
4. Inspection and Tests .....	21
5. Warranty .....	22
6. Liability of the Supplier .....	22
<b>Section V. Special Conditions of Contract</b> .....	<b>23</b>
<b>Section VI. Schedule of Requirements</b> .....	<b>26</b>
<b>Section VII. Technical Specifications</b>	
.....Error! Bookmark not defined.	

**Section VIII. Checklist of Technical and Financial Documents .....31**

***Section I. Invitation to Bid***

**INVITATION TO BID FOR  
SUPPLY OF SECURITY SERVICES IN VARIOUS SMWD OFFICES FOR THE MONTH OF  
SEPTEMBER - DECEMBER 2022**

1. The Santa Maria Water District, through the Corporate Operating Fund for the Year 2022 intends to apply the sum of ONE MILLION TWO HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED ONE PESOS AND TWENTY CENTAVOS (P1,275,501.20) for:
  - (a) Four (4) Security Guards (6 days contract, 12 hrs. a day)
  - (b) Six (6) Security Guards (7 days contract, 12 hrs. a day)Duration of Contract: Three (3) years (Pls. refer to TOR)  
The ABC is applicable for the months: September 1, 2022 – December 31,2022

The amount, being the ABC to payments under the contract for Supply of Security Services in Various SMWD office for the Month of September to December 2022 with Reference No. PB2022-SMWD-S-07-012. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Santa Maria Water District now invites bids for the above Procurement Project. Delivery of Services is required on September 1, 2022 to December 31, 2022. Bidders should have completed, within the last five (5) years from the date of submission and receipt of bids, a contract similar to the Project with a value of at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

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

3. Prospective Bidders may obtain further information from Santa Maria Water District and may view and inspect the Bidding Documents in PhilGEPs and Santa Maria Water District’s website at [www.smwdbulacan.gov.ph](http://www.smwdbulacan.gov.ph).
4. A complete set of Bidding Documents may be acquired by interested Bidders on July 22, 2022 to August 15, 2022 from the given address below, PhilGEPs and Procuring Entity’s website and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Three Thousand

Pesos (P 3,000.00). The fee shall be paid by the prospective bidder to the SMWD's cashier prior to bid submission. The proof of payment, official receipt, shall be presented to the BAC Secretariat upon submission of bidding documents or send through electronic means prior to bid submission.

5. The Santa Maria Water District will hold a face to face **Pre-Bid Conference on August 3, 2022 2:00 PM** at SMWD Operation Department's Office located in J.P Rizal St., Santa Maria, Bulacan.
6. Bids must be duly received by the BAC Secretariat through manual submission, LBC or any Freight Service at the office address indicated below on or before 12:00 PM on August 15, 2022. The official time is the one reflected in the biometrics located near the guard's place. Late bids shall not be accepted.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on August 15, 2022 1:00 PM at the given address below. Bid opening will be face to face. Participants shall observe the health protocols with face mask. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The Santa Maria Water District reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

Charito S. Fernando  
BAC Secretariat  
J.P Rizal St., Poblacion,  
Santa Maria, Bulacan  
CP# 0917-138-8683  
Email Address: smwdbulacan@yahoo.com  
Website: smwdbulacan.gov.ph

Date of Issue: July 22, 2022

sgd

Maria Leonora S. Romarate  
Chairperson

## *Section II. Instructions to Bidders*

### TABLE OF CONTENTS

<b>A. GENERAL</b> .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
1. Scope of Bid.....	Error! Bookmark not defined.
2. Source of Funds .....	Error! Bookmark not defined.
3. Corrupt, Fraudulent, Collusive, and Coercive Practices...Error!	Bookmark not defined.
4. Conflict of Interest .....	Error! Bookmark not defined.
5. Eligible Bidders .....	Error! Bookmark not defined.
6. Bidder's Responsibilities.....	Error! Bookmark not defined.
7. Origin of Goods .....	Error! Bookmark not defined.
8. Subcontracts .....	Error! Bookmark not defined.
<b>B. CONTENTS OF BIDDING DOCUMENTS</b> .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
9. Pre-Bid Conference .....	Error! Bookmark not defined.
10. Clarification and Amendment of Bidding Documents.....Error!	Bookmark not defined.
<b>C. PREPARATION OF BIDS</b> .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
11. Language of Bid.....	Error! Bookmark not defined.
12. Documents Comprising the Bid: Eligibility and Technical Components .	Error! Bookmark not defined.
13. Documents Comprising the Bid: Financial Component....Error!	Bookmark not defined.
14. Alternative Bids .....	Error! Bookmark not defined.
15. Bid Prices .....	Error! Bookmark not defined.
16. Bid Currencies .....	Error! Bookmark not defined.
17. Bid Validity .....	Error! Bookmark not defined.
18. Bid Security.....	Error! Bookmark not defined.
19. Format and Signing of Bids.....	Error! Bookmark not defined.
20. Sealing and Marking of Bids .....	Error! Bookmark not defined.
<b>D. SUBMISSION AND OPENING OF BIDS</b> .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
21. Deadline for Submission of Bids .....	Error! Bookmark not defined.

22. Late Bids.....	Error! Bookmark not defined.
23. Modification and Withdrawal of Bids .....	Error! Bookmark not defined.
24. Opening and Preliminary Examination of Bids ..	Error! Bookmark not defined.
<b>E. EVALUATION AND COMPARISON OF BIDS .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
25. Process to be Confidential .....	Error! Bookmark not defined.
26. Clarification of Bids .....	Error! Bookmark not defined.
27. Domestic Preference.....	Error! Bookmark not defined.
28. Detailed Evaluation and Comparison of Bids.....	Error! Bookmark not defined.
29. Post-Qualification.....	Error! Bookmark not defined.
30. Reservation Clause .....	Error! Bookmark not defined.
<b>F. AWARD OF CONTRACT .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
31. Contract Award.....	Error! Bookmark not defined.
32. Signing of the Contract.....	Error! Bookmark not defined.
33. Performance Security.....	Error! Bookmark not defined.
34. Notice to Proceed.....	Error! Bookmark not defined.



## 1. Scope of Bid

- 1.1. The procuring entity is Santa Maria Water District, hereinafter referred to as the “Procuring Entity” wishes to receive bids for the supply and delivery of the goods as described in Section VII Technical Specifications (hereinafter referred to as the “Goods”).
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the [BDS](#). The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

## 2. Funding Information

- 2.1 The GOP through the source of funding as indicated below for the year 2022 in the amount of ONE MILLION TWO HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED ONE PESOS AND TWENTY CENTAVOS (P1,275,501.20)

for:

- (c) Four (4) Security Guards (6 days contract, 12 hrs. a day)
  - (d) Six (6) Security Guards (7 days contract, 12 hrs. a day)
- Duration of Contract is three (3) years (Pls. refer to TOR)  
The ABC is applicable for the months: September 1, 2022 to December 31, 2022

- 2.2 The source of funding is:

- a. GOCC and GFIs, the proposed Corporate Operating Budget for the year 2022

## 3. Bidding Requirements

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

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

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

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

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

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at *SMWD Operation Department Office at J.P. Rizal St., Poblacion, Santa Maria, Bulacan* **face to face** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *two (2) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 12. Bid Prices

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

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### 13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

- a. Philippine Pesos.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 within one hundred twenty (120) calendar days upon bid opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid

---

<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

## **15. Sealing and Marking of Bids**

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

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

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

## **16. Deadline for Submission of Bids**

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

16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## 19. Detailed Evaluation and Comparison of Bids

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

*[Include the following options if Framework Agreement will be used:]*

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
  - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 may be. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall

be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 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, *{[Include if Framework Agreement will be used:]}* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* 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**. *{[Include if Framework Agreement will be used:]}* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

## 21. Signing of the Contract

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

*[Include the following clauses if Framework Agreement will be used:]*

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
- e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.



**Santa Maria**  
WATER DISTRICT  
“YOUR WATER, OUR OBLIGATION  
YOUR CONVENIENCE, OUR SERVICE”

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

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

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

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

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



# Bid Data Sheet

ITB Clause	
2.1	<p>The Funding Source is:</p> <p>11. The Government of the Philippines (GOP) through 2022 <i>Corporate Operating Budget in the amount of ONE MILLION TWO HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED ONE PESOS AND TWENTY CENTAVOS (P1,275,501.20)</i> for:</p> <p style="padding-left: 40px;">(e) Four (4) Security Guards (6 days contract, 12 hrs. a day)            (f) Six (6) Security Guards (7 days contract, 12 hrs. a day)            Duration of Contract is Three (3) years (Pls. refer to TOR)            The ABC is applicable for the months: September 1, 2022 – December 31, 2022</p> <p><i>The name of the Project is: Supply of Security Services in various SMWD offices for the Month of September - December 2022</i></p> <p><i>Project Reference No. PB2022-SMWD-S-07-012</i></p>
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="padding-left: 40px;">a. <i>Supply or Provision of Security Services to different SMWD offices</i></p> <p>completed within the last five (5) years from the date of submission of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p>
7.1	<p><i>Sub-contracting is not allowed.</i></p>
8	<p><i>The Procuring Entity will hold a face to face pre-bid conference on August 3, 2022 at 2:00 PM.:</i></p> <p><i>Venue: SMWD Operation Department's Office            No. 301 J.P Rizal St., Poblacion            Santa Maria, Bulacan</i></p> <p><i>The minutes of the pre-bid conference shall be made available to prospective bidders not later than five (5) days upon submission of a written request and settlement of corresponding fee.</i></p> <p><i>The anticipated participants are the BAC, BAC Secretariat, Bidder's Representatives and Observers from COA and Philippine Chamber of Commerce</i></p>
10.1	<p><i>The bidder or its duly authorized representative shall submit the following:</i></p> <p><b>ELIGIBILITY AND TECHNICAL DOCUMENTS</b></p> <ol style="list-style-type: none"> <li>1. <i>PhilGEPS Registration Certificate (Platinum Membership)</i></li> <li>2. <i>Registration Certificate from Securities and Exchange Commission (SEC) or Department of Trade and Industry (DTI).</i></li> </ol>

	<p>3. Mayor's or Business Permit</p> <p>4. Tax Clearance per EO No. 398, s 2005, as finally reviewed and approved by The Bureau of Internal Revenue (BIR)</p> <p>5. Statement of on-going government and private contracts</p> <p>6. Statement of Single Largest Completed Contract (SLCC)</p> <p>7. Bid Security in the prescribed form. Surety bond shall be accompanied by a Certificate from the Insurance Commission (CIC)</p> <p>8. Conformity with Technical Specification (TOR)</p> <p>9. Omnibus Sworn Statement</p> <p>10. Audited Financial Statement</p> <p>11. The prospective bidder's computation of Net Financial Contracting Capacity. or a committed line of credit from a Universal or Commercial Bank.</p> <p>12. Valid and Regular (Not Provisional) License to Operate (LTO) issued by the Philippine National Police (PNP) – Supervisory Office for Security and Investigation Agencies (SOSIA), Camp Crame, Quezon City, for the current year;</p> <p>13. Certification from PNP – SOSIA that the Agency has no derogatory record.</p> <p>14. Certification from PNP – SOSIA on non-inclusion in the list of "Suspended" or "Blacklisted" security service provider;</p> <p>15. Certificate of Membership in Good Standing from Philippine Association of Detective and Protective Agency Operators (PADPAO), valid at the time of the Opening of Bid;</p> <p>16. Valid DOLE Registraton</p> <p>17. Membership in Social Security System (SSS), Pag-ibig Fund and the Philippine Health Insurance Corporation (Philhealth).</p> <p>18. Certification that the Security Agency is not blacklisted in any government or private entity.</p> <p>The BAC shall check the submitted documents of each Bidder against the Eligibility/Technical checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.</p>
10.2	<p>The Bidder shall submit the following statement of all ongoing and completed government and private contracts within the last five (5) years from the date of submission of bids,:</p> <p><b>1. Statement of all On-going Government &amp; Private Contracts including contracts awarded but not yet started, supported with all of the following:</b></p> <p>a. Contract;</p> <p>b. Notice of Award/Notice to Proceed.</p> <p><b>2. Statement of all Completed Government &amp; Private Contracts which are similar in nature, supported with all of the following:</b></p> <p>a. Contract;</p> <p>b. Certificate of Completion.</p>
11.3	<p>Any bid exceeding the ABC shall not be accepted</p>
12	<p>The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.</p>

14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <u>P 25,510.02</u> [Indicate the amount equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <u>P63,775.06</u> [Indicate the amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond. The Certificate of the Insurance Commission or the CIC shall be attached together with the Surety Bond.</p>																
15	<p>Each Bidder shall submit <i>ONE (1)</i> Mother Envelope Containing Two (2) Envelopes, which are as follows:</p> <p><b>Envelope No. 1</b>– “Original” Documents: with Two (2) Sub envelopes for the ff:      Technical (including eligibility documents)      Financial Documents</p> <p><b>Envelope No. 2</b>- “Copy 1” : with Two (2) Sub envelopes for the ff:      Technical (including eligibility documents)      Financial Documents</p> <p style="text-align: center;"><b>TOTAL NUMBER OF ENVELOPES = 7 ENVELOPES</b></p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>MOTHER ENVELOPE.....</td> <td>1 envelope</td> </tr> <tr> <td>ELIGIBILITY AND TECHNICAL COMPONENT) ...</td> <td>1 envelope</td> </tr> <tr> <td>    Sub-envelope – Eligibility &amp; Technical (original).....</td> <td>1 envelope</td> </tr> <tr> <td>    Sub-envelope – Eligibility &amp; Technical (copy).....</td> <td>1 envelope</td> </tr> <tr> <td>FINANCIAL COMPONENT.....</td> <td>1 envelope</td> </tr> <tr> <td>    Sub-envelope – Financial Documents (original).....</td> <td>1 envelope</td> </tr> <tr> <td>    Sub-envelope – Financial Documents (copy).....</td> <td><u>1 envelope</u></td> </tr> <tr> <td><b>TOTAL ENVELOPES.....</b></td> <td><b><u>7 envelopes</u></b></td> </tr> </table> <p style="text-align: center;"><b>“All envelopes must be sealed and properly labeled”</b></p> <p>Provide table of contents and each bid documents must be properly labelled with page tabs.</p>	MOTHER ENVELOPE.....	1 envelope	ELIGIBILITY AND TECHNICAL COMPONENT) ...	1 envelope	Sub-envelope – Eligibility & Technical (original).....	1 envelope	Sub-envelope – Eligibility & Technical (copy).....	1 envelope	FINANCIAL COMPONENT.....	1 envelope	Sub-envelope – Financial Documents (original).....	1 envelope	Sub-envelope – Financial Documents (copy).....	<u>1 envelope</u>	<b>TOTAL ENVELOPES.....</b>	<b><u>7 envelopes</u></b>
MOTHER ENVELOPE.....	1 envelope																
ELIGIBILITY AND TECHNICAL COMPONENT) ...	1 envelope																
Sub-envelope – Eligibility & Technical (original).....	1 envelope																
Sub-envelope – Eligibility & Technical (copy).....	1 envelope																
FINANCIAL COMPONENT.....	1 envelope																
Sub-envelope – Financial Documents (original).....	1 envelope																
Sub-envelope – Financial Documents (copy).....	<u>1 envelope</u>																
<b>TOTAL ENVELOPES.....</b>	<b><u>7 envelopes</u></b>																
16.1	<p><i>The address for submission of bids is:</i></p> <p><b>CHARITO S. FERNANDO or MARICHU Y. FERRER</b>  <b>SMWD BAC Secretariat</b>  <i>Procurement Office (Farmacia Emilia)</i>  <i>J.P. Rizal St., Poblacion</i>  <i>Santa Maria, Bulacan</i></p> <p><i>The deadline for submission of bids is: August 15, 2022 at 12:00PM</i></p>																
17.1	<p><b><i>The place of bid opening is: SMWD Operation Department Office</i></b>  <b><i>Farmacia Emilia, J.P. Rizal St., Poblacion</i></b>  <b><i>Santa Maria, Bulacan</i></b></p> <p><b><i>The date and time of bid opening is: August 15, 2022 at 1:00 PM (FACE TO FACE)</i></b></p>																
19.4	<p><i>One Project having several items that shall be awarded as one contract.</i></p>																

20.2	<i>Latest income and business tax returns filed and paid through the BIR electronic Filing and Payment System (eFPS)</i>
21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p> <p><b>** General Condition and Special Conditions of the contract duly signed by the bidder.</b></p> <p><b>**Certificate of Availability of the required Firearms to be supplied by the Security Agency.;</b></p> <p><i>(For firearms not yet available or under purchase agreement, attach Letter of Commitment from supplier to supply the firearms if awarded the contract).</i></p> <p><b>** Certificate of Availability of the required Communication Equipment to be supplied by the Security Agency;</b></p> <p><i>(For communication equipment not yet available or under purchase agreement, attach Letter of Commitment from supplier to supply the communication equipment if awarded the contract.</i></p> <p><b>** Certificate of Availability of the required Transportation/Vehicle to be supplied by the Security Agency. (Refer to Sample Form);</b></p> <p><b>** Certificate of Availability of the required Other Equipment/Paraphernalia to be supplied by the Security Agency. (Refer to Sample Form);</b></p> <p><b>** Certificate of Availability of the required Office Equipment to be supplied by the Security Agency. (Refer to Sample Form);</b></p> <p><b>**Certificate of Availability of the required Office Supplies to be supplied by the Security Agency. (Refer to Sample Form);</b></p>



## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

*[Include the following clauses if Framework Agreement will be used:]*

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project -specifications at no extra cost to

the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

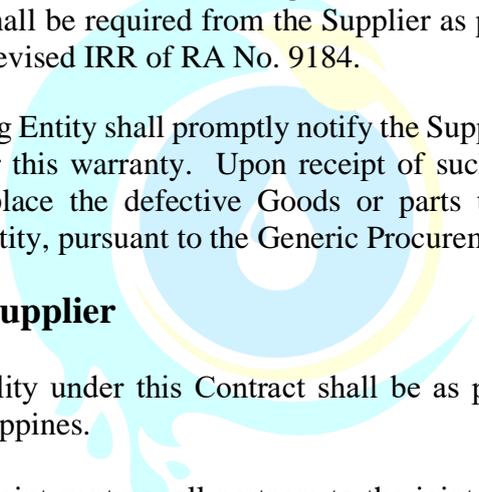
## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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



**Santa Maria**  
WATER DISTRICT  
"YOUR WATER, OUR OBLIGATION  
YOUR CONVENIENCE, OUR SERVICE"

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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



## Special Conditions of Contract

GCC Clause	
1	<p><b><u>METHODOLOGY:</u></b></p> <p><b>A. SCREENING.</b> The SMWD, through its Administrative Division (Human Resource Office) and the General Services Division (GSD), will screen the security personnel prior to contract effectivity. The SMWD have the exclusive right to accept, reject or have the security personnel deployed by the Agency, changed or replaced, if in its opinion or standards, their performance is considered below far or unsatisfactory or where their actions tend to prejudice the interest of SMWD whereby any decision arrived on the matters shall be final and binding upon the Security Agency and should the latter refuse, the SMWD may consider the same as a valid cause for the termination of the Contract.</p> <p><b>B. DEPLOYMENT.</b> The Security Agency shall ensure the deployment of <b>ten (10)</b> security personnel to adequately guard and protect SMWD personnel and its properties in the Area of Responsibility (AOR) as indicated in Section VI. Schedule of Requirements; provided, however, that the number of personnel may be increased or decreased upon the option and of the written instruction of the SMWD.</p> <p><b>C. CHIEF SECURITY OFFICER (CSO).</b> The Agency must designate a CSO who will carry out the supervision of all security guards assigned to SMWD Offices and will submit monthly status report to the GSD. He will be provided with a service vehicle by the Agency in the course of his duty especially when the CSO will conduct field inspection of all the AOR.</p> <p><b>D. RELIEVER/REPLACEMENT.</b> The Security Agency shall provide reliever and/or replacement that are pre-qualified/approved by the SMWD, who meets the criteria stated in Section VII. Specifications.</p> <p><b>E. SPECIAL EVENTS OR AS THE NEED ARISES.</b> In cases of special events or as the need arises, SMWD will require the Security Agency to extend the duty hours (overtime) of guards on-duty and/or provide additional guards for this purpose. Payment shall be based on the contract rates and in accordance to labor laws.</p> <p><b>F. VIP PROTOCOL.</b> The security guards must be ready to perform other tasks that may be required by SMWD Management related to security, safety, protection and escort of VIPs during official visits and official events within the SMWD premises and other administrative functions.</p> <p><b>G. INVESTIGATION.</b> The Security Agency will conduct immediate investigation to any losses of SMWD properties and/or security related incident occurred in its AOR and submit the results of their investigation within Seventy Two (72) hours from the date of the incident to the SMWD Management.</p> <p><b>H. PROFICIENCY FIRING.</b> The Security Agency must conduct/schedule a mandatory quarterly proficiency firing for their security personnel deployed at</p>

	<p>SMWD using the firearms issued/assigned to SMWD premises. The Security Agency shall inform the SMWD of the schedule.</p> <p><b>I. OFFICE SUPPLIES AND EQUIPMENT.</b> The Security Agency shall likewise provide equipment (Handheld Metal Detector and Dip Stick, etc. and SMWD shall provide supplies (Record Book, ball pen, etc.) needed by the security personnel in the course of their work.</p> <p><b>J. OBSERVE STANDARD OPERATING PROCEDURES (SOP).</b> All security guards must report to their assigned posts in the prescribed and complete uniform with basic paraphernalia (such as medicine kit with medicines, whistle, etc.) and in time to relieve the guards whose tour of duty are about to end. Out-going duty guards must properly endorse all firearms, ammunition, communication equipment and other paraphernalia to incoming guard on duty and the same must be properly recorded in the log book. Guards must also record in the logbook all incoming vehicles, visitors/guests and employees who will come in and out of the AOR's compound. All Log Books must be endorsed to SMWD (GSD) when filled-in especially those used in the monitoring. SOPs for securities must be strictly adhered for the entire duration of this contract.</p> <p><b>K. SECURITY PLAN.</b> The Security Agency shall provide a Security Plan designed to fit the needs of SMWD especially on emergency situations. The Security Plan should be detailed measures and innovations that would ensure that entry and exists of personnel are monitored, loss of equipment and valuables are minimized, and threat to property and personnel are secure. The customized Security Plan must be submitted by the Security Agency within thirty (30) days from receipt of the Notice to Proceed (NTP); same shall be subject for further review by SMWD. Should there be revision of the said plan, it shall be immediately returned to the Security Agency for finalization. The revised Security Plan must be submitted within fifteen (15) days from receipt thereof for approval of SMWD.</p> <p>The implementation of this Clause shall be spearheaded by SMWD's Division Managers of the Administrative Division (Human Resource) and the General Services Division (GSD).</p>
2.2	The SMWD shall pay the Security Agency every month, not to exceed fifteen (15) working days upon receipt of the Statement of Account (SOA)
3	Maintain the GCC Clause

***For Section VI. Schedule of Requirements and Section VII. Technical Specifications, the Approved Terms of Reference (TOR) shall prevail***

<b>A. Guard Services</b>	<b>6 SG (7 days)</b>	<b>4 SG (6 days)</b>
Rate per Day		
Average number of days per month		
Basic Salary (daily rate x no. of days per mo		
Night differential (10%) of basic pay		
13th month pay - 1/12 of basic salary		
Service incentive leave pay		
Overtime (rate per hour x 125% x no. of hours)		
Rest Day Premium		
Allowance (average holiday for the year)		
Sub Total A		
Payable to the Government Employer share of:		
SSS		
PHIC		
ECC		
HDMF		
retirement fund		
Sub Total B		
<b>Total Guard Services</b>		
<b>B. AGENCY FEE</b>		
<b>C. 12% VAT</b>		
<b>TOTAL CONTRACT PRICE</b>		

NOTE: THE DURATION OF SERVICES IS FOR THREE (3) YEARS BUT THE APPROVED BUDGET IS APPLICABLE ONLY FOR THE MONTHS, SEPTEMBER 1, 2022 TO DECEMBER 31, 2022 (JUNE, JULY AND AUGUST ARE NO LONGER INCLUDED)



# Santa Maria WATER DISTRICT

September-December 2022			
6 days contract	4	416,996.40	12
7 days contract	6	759,074.70	12
<i>Sub Total (Sep-Dec)</i>		<i>1,176,071.10</i>	
<b>Grand Total</b>		<b>1,901,750.78</b>	

#### IV. Manpower Requirement

4.1 The two (2) sets of AORs will be secured and protected by One (1) Security Agency.

4.2 The manpower requirement for the AORs are as follows:

ASSIGNMENT AND SHIFTING OF GUARDS JUNE – AUGUST 2022				
AREA OF RESPONSIBILITY	7:00 AM – 7:00 PM First Shift	7:00 PM – 7:00 AM Second Shift	NO. OF SG	OF HOURS
<b>I. 7 Days</b>				
SMWD Main Office	1	1	6	12 Hours
Farmacia Emilia	1	1		12 Hours
SMWD Admin Office (OG Bldg GF)	1	1		12 Hours
<b>II. 6 Days</b>				
SMWD Main Office	1	-	2	12 Hours
Farmacia Emilia	1	-		12 Hours

ASSIGNMENT AND SHIFTING OF GUARDS SEPTEMBER – DECEMBER 2022				
AREA OF RESPONSIBILITY	7:00 AM – 7:00 PM First Shift	7:00 PM – 7:00 AM Second Shift	NO. OF SP	OF HOURS
<b>II. 7 Days</b>				
SMWD New Building	2	2	6	12 Hours
SMWD Compound	1	1		12 Hours
<b>III. 6 Days</b>				
SMWD New Building	2	-	4	12 Hours
SMWD Farmacia Emilia Building	2	-		12 Hours

(also see Annex C)

4.3 The number of contracted guards may be increased or decreased any time within an AOR upon the option and of the written consent of the SMWD.

4.4 Should the need arise, the Security Agency should be able to extend the duty hours (overtime) of guards on duty and/or deploy additional guards to provide Security Escorts/VIP Security upon receipt of written notice from SMWD.





## Santa Maria WATER DISTRICT

- Filipino citizen;
- College graduate, must be a holder of baccalaureate degree;
- With adequate knowledge in communicating in English, both in oral and written;
- Should not be more than 70 years old within the entire duration of the 3-year contract;
- Must be duly licensed, properly screened, and cleared by the PNP-SOSIA (formerly SAGSD) as Security Officer;
- With have a minimum of 3 years' experience as Security Officer (SO).

### 8.2 Security guards to be deployed must:

- Filipino Citizen;
- Not less than 21 years old nor more than 65 years old, within the entire duration of the 3-year contract;
- Height Requirement, at least: 5'4" for Male and 5'2" for Female
- Preferably, the ideal weight must be in accordance to age and height (BMI should have conformed to the DOH Standards);
- Must be at least a high school graduate;
- Can understand or have knowledge communicating in English, both in oral and written, especially for those to be assigned at the Offices;
- Of good moral character and reputation, honest, courteous, alert and without criminal record;
- Physically and mentally fit;
- Must undergo and pass the required psychiatric-neuro examination and drug test conducted by a reputable PNP or NBI accredited testing agency;
- Must be duly licensed, properly screened, and cleared by the PNP-SOSIA;
- With at least two (2) years' experience as Security Guard;
- Registered SSS, PAG-IBIG and Philhealth member.

### IX. Comprehensive Security Plan

The Comprehensive Security Plan of the selected agency shall be submitted to SMWD upon issuance of Notice of Award for review. SMWD shall send a written notification to the Security Agency on revisions, if any. Thereafter, the final Security Plan must be submitted upon issuance of the Notice to Proceed.

### X. Pay Rate of Security Guards and Wage Adjustment

10.1 The rate of security personnel shall be fixed for the duration of the contract, three (3) years, shall not be adjusted during contract implementation, except for the following:

- 10.1.1 Increase in the minimum daily wage pursuant to law or new wage order issued after date of bidding;
- 10.1.2 Increase in taxes; and
- 10.1.3 If during the term of the contract the SMWD sees the need for an increase in the number of security guards, the resulting cost of said increase, shall be provided; however, should not exceed the allocated budget for the year.

10.2 The Security Agency shall guarantee each security officer/guard a pay rate not lower than the minimum wage rate and other remuneration and benefits as provided for in the Labor Code of the Philippines and the Wage Orders officially issued by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO).





**Santa Maria**  
WATER DISTRICT

RECOMMENDING APPROVAL:

*Jovita I. Dalmacio*  
JOVITA I. DALMACIO  
Department Manager

Admin, Finance and General Services Dept.

APPROVED BY:

*Engr. Carlos N. Santos, Jr.*  
ENGR. CARLOS N. SANTOS, JR.  
General Manager 7/6/22

**Annex A**

**REQUIRED FIREARMS AND AMMUNITIONS**

Locations	Firearm Type	QTY	Ammunitions
I. SMWD New Building (Concessionaire's Entrance)	9mm pistol	1	16 rounds
II. SMWD New Building (Employee's Entrance)	9mm pistol	1	16 rounds
III. SMWD Farmacia Emilia Building and Parking Area	9mm pistol	2	16 rounds

**OTHER REQUIRED EQUIPMENT/PARAPHERNALIA**

Type	QTY	Location
1. Handheld Metal Detector and Dip Stick	1 unit/ location	a. SMWD New Bldg. b. Farmacia Emilia Bldg.
2. Boots and raincoats	Each guard	Provide individual rain gear to all guards <i>without cost to assigned security personnel.</i>

**REQUIRED OFFICE SUPPLIES (Provided by SMWD)**

Office Supplies	QTY	Location
Record/Log Book	8	a. SMWD New Bldg. b. Farmacia Emilia Bldg.
Ballpen	8	a. SMWD New Bldg. b. Farmacia Emilia Bldg.
Big Umbrellas	6	a. SMWD New Bldg. b. Farmacia Emilia Bldg.





# Santa Maria WATER DISTRICT

"ANNEX C"

## MANPOWER POSTING

MORNING SHIFT								
SHIFT	Area of Responsibility	SCHEDULE						
7AM-7PM	AOR 1   SMWD New Building	MON	TUE	WED	THU	FRI	SAT	SUN
7days	Concessionaire's Area*	1	1	1	1	1	1	1
	Employee's Entrance	1	1	1	1	1	1	1
	<b>Sub-Total (AOR1-7D)</b>	<b>2</b>						
7AM-7PM	AOR 2   SMWD Compound	MON	TUE	WED	THU	FRI	SAT	SUN
7days	Entrance Gate*	1	1	1	1	1	1	1
	Rear Gate & Parking							
	<b>Sub-Total (AOR2-7D)</b>	<b>1</b>						
	<b>Sub-Total (7days)</b>	<b>3</b>						
SHIFT	Area of Responsibility	SCHEDULE						
7AM-7PM	AOR 1   SMWD New Building	MON	TUE	WED	THU	FRI	SAT	SUN
6days	Concessionaire's Area*	1	1	1	1	1	1	
	Executive Floor*	1	1	1	1	1	1	
	<b>Sub-Total (AOR1-6D)</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>0</b>
7AM-7PM	AOR 2   SMWD Compound	MON	TUE	WED	THU	FRI	SAT	SUN
6days	Entrance Gate*	1	1	1	1	1	1	
	Roving (OIC)*	1	1	1	1	1	1	
	<b>Sub-Total (AOR2-6D)</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>0</b>
	<b>Sub-Total (6days)</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>0</b>
	<b>Total (Morning Shift)</b>	<b>7</b>						
	<b>Total (MrngSfht - AOR1)</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>2</b>
	<b>Total (MrngSfht - AOR2)</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>1</b>

NIGHT SHIFT								
SHIFT	Area of Responsibility	SCHEDULE						
7PM-7AM	AOR 1   SMWD New Building	MON	TUE	WED	THU	FRI	SAT	SUN
7days	Concessionaire's Area*	1	1	1	1	1	1	1
	Employee's Entrance	1	1	1	1	1	1	1
	<b>Sub-Total (AOR1-7N)</b>	<b>2</b>						
7PM-7AM	AOR 2   SMWD Compound	MON	TUE	WED	THU	FRI	SAT	SUN
7days	Entrance Gate*	1	1	1	1	1	1	1
	Rear Gate & Parking							
	<b>Sub-Total (AOR2-7N)</b>	<b>1</b>						
	<b>Total (Night Shift)</b>	<b>3</b>						

(044) 815-3363 / (044) 815-3238  
 smwdbulacan@yahoo.com  
 www.smwdbulacan.gov.ph  
 #3 M. De Leon St., Poblacion, Santa Maria, Bulacan

"YOUR WATER. OUR OBLIGATION  
 YOUR CONVENIENCE. OUR SERVICE."



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

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

## **Checklist of Technical and Financial Documents**

### **I. TECHNICAL COMPONENT ENVELOPE**

#### ***Class “A” Documents***

##### **Legal Documents**

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

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) 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**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Terms of Reference (TOR); **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

ADDITIONAL TECHNICAL DOCUMENTS:

1. *Valid and Regular (Not Provisional) License to Operate (LTO) issued by the Philippine National Police (PNP) – Supervisory Office for Security and Investigation Agencies (SOSIA), Camp Crame, Quezon City, for the current year;*
2. *Certification from PNP – SOSIA that the Agency has no derogatory record.*
3. *Certification from PNP – SOSIA on non-inclusion in the list of "Suspended" or "Blacklisted" security service provider;*
4. *Certificate of Membership in Good Standing from Philippine Association of Detective and Protective Agency Operators (PADPAO), valid at the time of the Opening of Bid;*
5. *Certificate of Availability of the required Firearms to be supplied by the Security Agency;*  
*\*(For firearms not yet available or under purchase agreement, attach Letter of Commitment from supplier to supply the firearms if awarded the contract).*
6. *Certificate of Availability of the required Communication Equipment to be supplied by the Security Agency;*  
*\*(For communication equipment not yet available or under purchase agreement, attach Letter of Commitment from supplier to supply the communication equipment if awarded the contract.*
7. *Certificate of Availability of the required Transportation/Vehicle to be supplied by the Security Agency;*
8. *Certificate of Availability of the required Other Equipment/Paraphernalia to be supplied by the Security Agency. (Refer to Sample Form);*
9. *Certificate of Availability of the required Office Equipment to be supplied by the Security Agency. (Refer to Sample Form);*

10. . Certificate of Availability of the required Office Supplies to be supplied by the Security Agency. (Refer to Sample Form);

Financial Documents

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

**Class "B" Documents**

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

**II. FINANCIAL COMPONENT ENVELOPE**

- 14. Original of duly signed and accomplished Financial Bid Form; **and**
- 15. Original of duly signed and accomplished Price Schedule(s).

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

- 16. [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.
- 17. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

## *Section VIII. Bidding Forms*

### **Notes on the Bidding Forms**

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB Clause Error! Reference source not found.** with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB Clause Error! Reference source not found.**

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC Clause Error! Reference source not found.** and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB Clause Error! Reference source not found.** failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

## TABLE OF CONTENTS

<a href="#">Bid Form</a>	36
<a href="#">Contract Agreement Form</a>	40
<a href="#">Omnibus Sworn Statement</a>	41
<a href="#">Bank Guarantee Form for Advance Payment</a>	43

## Bid Form

---

Date: \_\_\_\_\_  
Invitation to Bid<sup>2</sup> N<sup>o</sup>: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in [BDS](#) provision for **ITB Clause Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>3</sup>

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

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause Error! Reference source not found.** of the Bidding Documents.

---

<sup>2</sup> If ADB, JBIC and WB funded projects, use IFB.

<sup>3</sup> Applicable only if the Funding Source is the ADB, JBIC or WB.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

### For Goods Offered From Abroad

Name of Bidder \_\_\_\_\_, Invitation to Bid<sup>4</sup> Number \_\_\_\_. Page \_\_\_\_ of  
 \_\_\_\_\_.

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

---

<sup>4</sup> If ADB, JBIC and WB funded projects, use IFB.

### For Goods Offered From Within the Philippines

Name of Bidder \_\_\_\_\_ . Invitation to Bid<sup>5</sup> Number \_ . Page . of \_\_\_\_.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component <sup>2</sup>	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4

---

<sup>5</sup> If ADB, JBIC and WB funded projects, use IFB.

## Contract Agreement Form

---

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, viz., [*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*] (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Entity’s Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).

## Omnibus Sworn Statement

---

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**Bank Guarantee Form for Advance Payment**

---

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

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

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

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

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

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*



# Santa Maria

WATER DISTRICT

“YOUR WATER, OUR OBLIGATION  
YOUR CONVENIENCE, OUR SERVICE”

