



*Water Accessibility - Our Priority!*

# **BIDDING DOCUMENTS**

***1 Lot One Year Contract of  
Security Guard Services for  
Cagayan de Oro City Water District***

**PR No. 23-10-04-0143**

**December 19, 2023**

**Owner:**

**CAGAYAN DE ORO CITY WATER DISTRICT  
Corrales Avenue, Brgy. 27, Cagayan de Oro City**

# 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.

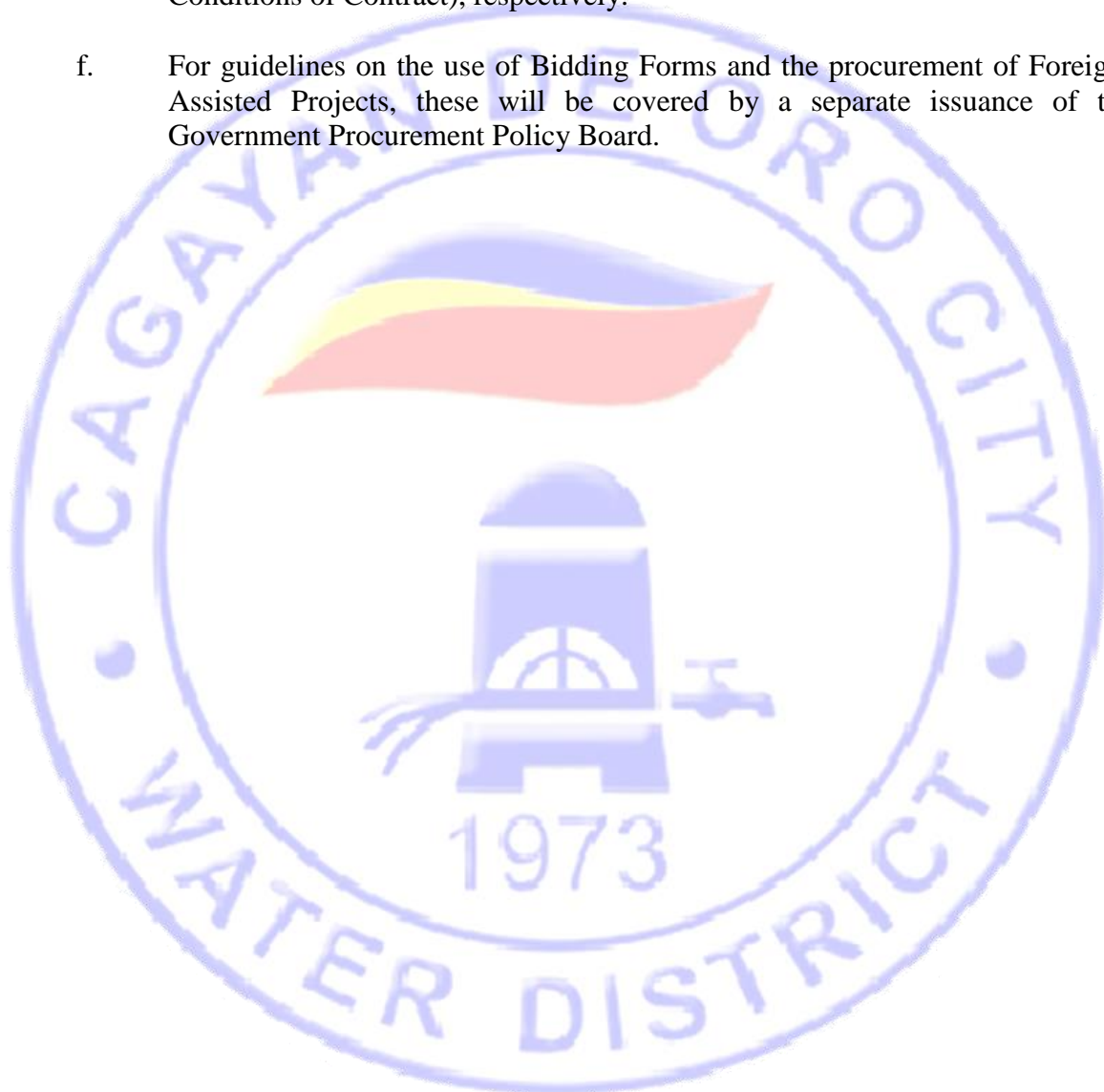
The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement 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>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>10</b>
1. Scope of Bid .....	11
2. Funding Information.....	11
3. Bidding Requirements .....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	11
5. Eligible Bidders.....	11
6. Origin of Goods .....	12
7. Subcontracts .....	12
8. Pre-Bid Conference .....	13
9. Clarification and Amendment of Bidding Documents .....	13
10. Documents comprising the Bid: Eligibility and Technical Components .....	13
11. Documents comprising the Bid: Financial Component .....	13
12. Bid Prices .....	14
13. Bid and Payment Currencies .....	14
14. Bid Security .....	15
15. Sealing and Marking of Bids .....	15
16. Deadline for Submission of Bids .....	15
17. Opening and Preliminary Examination of Bids .....	15
18. Domestic Preference .....	15
19. Detailed Evaluation and Comparison of Bids .....	16
20. Post-Qualification .....	16
21. Signing of the Contract .....	16
<b>Section III. Bid Data Sheet .....</b>	<b>17</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>21</b>
1. Scope of Contract .....	22
2. Advance Payment and Terms of Payment .....	22
3. Performance Security .....	22
4. Inspection and Tests .....	22
5. Warranty .....	23
6. Liability of the Supplier .....	23
<b>Section V. Special Conditions of Contract .....</b>	<b>24</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>29</b>
<b>Section VII. Technical Specifications .....</b>	<b>30</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>38</b>



# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

### **Notes on the Invitation to Bid**

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

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

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

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





**Republic of the Philippines**  
**CAGAYAN DE ORO CITY WATER DISTRICT**  
*Corrales Avenue, Brgy. 27, Cagayan de Oro City*  
**Telefax No. (088) 852-1629**

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**INVITATION TO BID FOR 1 LOT ONE YEAR CONTRACT OF SECURITY  
GUARD SERVICES FOR CAGAYAN DE ORO CITY WATER DISTRICT**

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1. The *Cagayan de Oro City Water District*, through the *COWD Approved Budget for 2023* intends to apply the sum of *Twenty Million pesos only (P20,000,000.00)* being the ABC to payments under the contract for *1 Lot One Year Contract of Security Guard Services for Cagayan de Oro City Water District*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Cagayan de Oro City Water District* now invites bids for the above Procurement Project. *Delivery of Security Guard Services is required within Seven (7) Calendar days from receipt of Notice to Proceed*. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.  
  
Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from *Cagayan de Oro City Water District* and inspect the Bidding Documents at the address given below during *8:00 A.M. – 5:00 P.M. (Mondays to Fridays)*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 28, 2023* from the given address and website(s) below *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand pesos (P25,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
6. The *Cagayan de Oro City Water District* will hold a Pre-Bid Conference<sup>1</sup> on *December 05, 2023, 9:00 a.m., Tuesday* at the given address below through video conferencing or webcasting *via Zoom Meeting*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *December 19, 2023, 1:30 p.m., Tuesday*. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

9. Bid opening shall be on *December 19, 2023, 1:30 p.m., Tuesday* at the given address below via *Zoom Meeting*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The complete schedule of activities is listed as follows:

Activities	Schedule
1. Pre-Procurement Conference	November 16, 2023, 10:00 A.M., Thursday
2. Issuance of Bid Documents	November 28, 2023 – December 19, 2023
3. Pre-Bid Conference	December 05, 2023, 9:00 A.M., Tuesday
4. Opening of Bids	December 19, 2023, 1:30 P.M., Tuesday
5. Bid Evaluation	December 19, 2023, 1:30 P.M., Tuesday
6. Post-Qualification	January 5, 2024, Friday
7. Issuance of Notice of Award	February 2, 2024, Friday
8. Posting of Performance Security & Award of Contract	February 12, 2024, Monday
9. Issuance of Notice to Proceed	February 19, 2024, Monday

11. The *Cagayan de Oro City 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.

12. For further information, please refer to:

*Grace Angeli G. Lonoy*  
*Cagayan de Oro City Water District*  
*Corrales Avenue, Brgy. 27 (Poblacion),*  
*Cagayan de Oro City Water District*  
*Email: [bac.cowd@gmail.com](mailto:bac.cowd@gmail.com)*  
*Telefax No.: (088) 852-1629*

13. You may visit the following website:

For downloading of Bidding Documents:

[http://cowd.gov.ph/pr\\_listing.php](http://cowd.gov.ph/pr_listing.php)

<https://www.philgeps.gov.ph/>

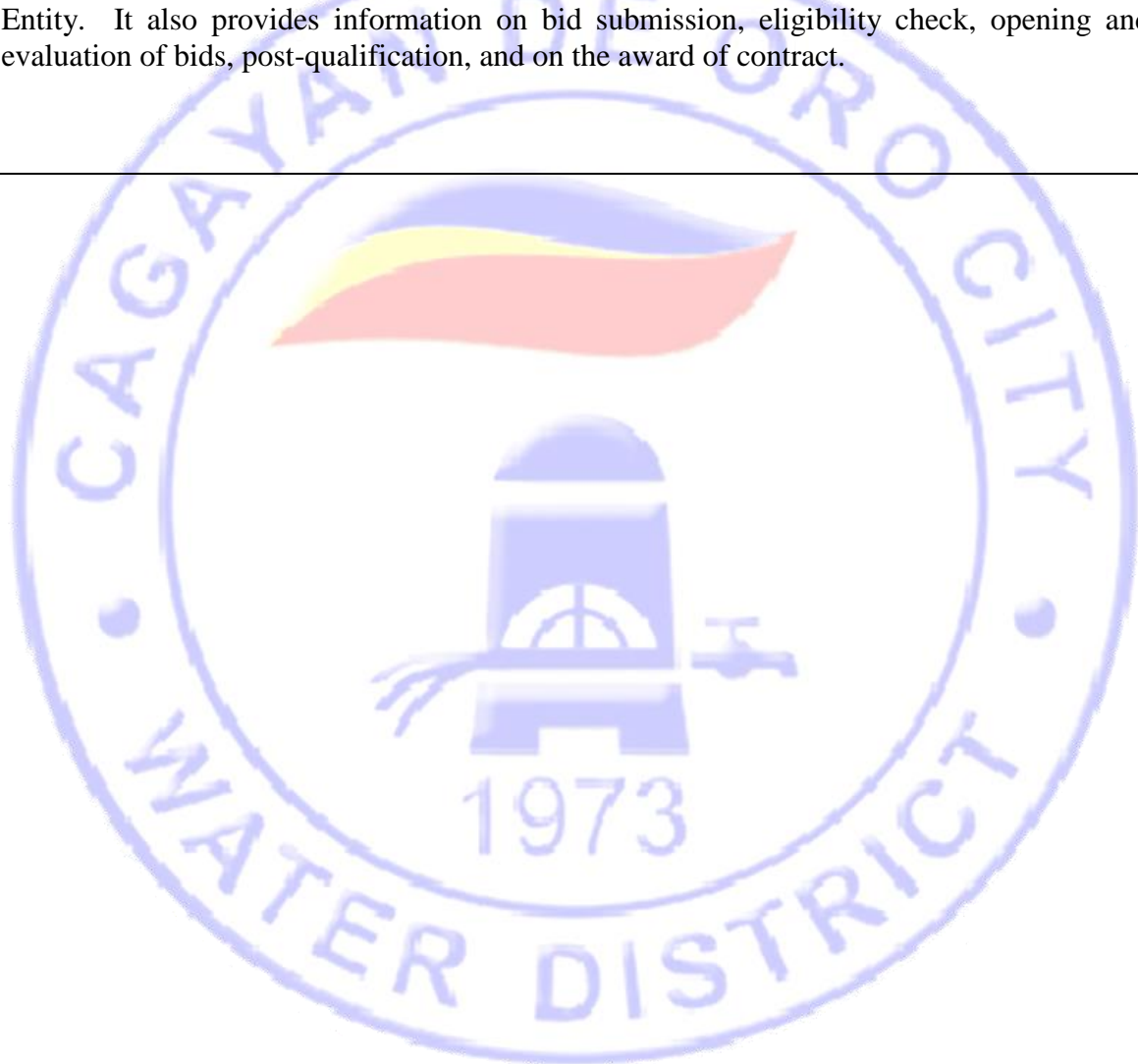
*Date of Issue: November 28, 2023*

**EDNA S. NAJEAL**  
*BAC Chairperson*

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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



## 1. Scope of Bid

The Procuring Entity, *Cagayan de Oro City Water District* wishes to receive Bids for the *1 Lot One Year Contract for Cagayan de Oro City Water District Security Guard Services*, with identification number 23-10-04-0143.

The Procurement Project (referred to herein as “Project”) is composed of *1 Lot One Year Contract for Cagayan de Oro City Water District Security Guard Services* 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 *COWD Approved Budget for 2023* in the amount of *Twenty Million pesos (P20,000,000.00) only*.

2.2. The source of funding is:

GOCC and GFIs, the Corporate Operating Budget.

## 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:

In view of the determination by the Procuring Entity that imposition of the provisions of Section 23.4.1.3 of the IRR of RA 9184 will likely result to monopoly that will defeat the purpose of public bidding: The Bidder should comply with the following requirements:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
  - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that: 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 through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

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

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

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

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

## 13. Bid and Payment Currencies

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



## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</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 until *120 days* from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

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

## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

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<sup>2</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.



## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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

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

## 21. Signing of the Contract

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

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

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

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

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

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

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

## Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be: <b><u>Security Guard Services.</u></b></p> <p>Conditions:</p> <ol style="list-style-type: none"> <li>a. Contract should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> <li>b. SLCC must be equal or at least fifty percent (50%) of the ABC.</li> <li>c. Bidders can also submit at least two (2) similar contracts with an aggregate amount equivalent to fifty percent (50%) of the ABC but the largest of which must be twenty-five percent (25%) of the ABC.</li> <li>d. Contract must be supported by any of the following;               <ol style="list-style-type: none"> <li>i. End User's Final Acceptance; or</li> <li>ii. Official Receipt; or</li> <li>iii. Sales Invoice</li> </ol> </li> </ol>
7.1	Subcontracting is not allowed.
8	COWD will hold a pre-bid conference for this Project on <i>December 05, 2023, 9:00 a.m., Tuesday</i> through videoconferencing.
9	<p>Any request for clarification on the Bidding Documents must be done in writing at least ten (10) calendar days before the opening of bids and must be received through the given address below or through electronic mail:</p> <p>Cagayan de Oro City Water District, Corrales Avenue, Cagayan de Oro City EDNA S. NAJEAL BAC Chairperson Telefax No.: (088) 852-1629 Email: <a href="mailto:bac.cowd@gmail.com">bac.cowd@gmail.com</a></p>
10	<p>Documents comprising the Bid:</p> <p><b><u>Legal Documents: (envelope 1)</u></b></p> <ol style="list-style-type: none"> <li>a. PhilGEPS Platinum Certificate of Registration and Membership with Annex A;</li> <li>b. Statement of Bidder's Ongoing Government and Private Contracts;</li> <li>c. Statement of Bidder's Single Largest Completed Contract (SLCC);</li> <li>d. Net Financial Contracting Capacity Computation (NFCC);</li> <li>e. Joint Venture Agreement (JVA), if applicable;</li> </ol> <p><b><u>Technical Components</u></b></p> <ol style="list-style-type: none"> <li>a. Bid Security;</li> <li>b. Production/Delivery Schedule;</li> <li>c. Organizational Structure;</li> </ol>

	<p>d. DOLE Registration;</p> <p>e. Certificate of Good Standing from SSS, Pag-Ibig and Phil-Health; (Submit the latest Certification of remittances for the last 3 months prior from the Opening of Bids);</p> <p>f. Certification stating that agency has a local office within Cagayan de Oro City;</p> <p>g. Security Plan;</p> <p>h. Registration from Philippine National Police as duly registered Security Agency;</p> <p>i. List of Security Guards personnel to be assigned to the contract to be bid, with their complete qualification and experience data.</p> <p>j. Minimum Resources required (Submit affidavit of undertaking):</p> <table border="1"> <thead> <tr> <th>List of Resources</th><th>Quantity</th></tr> </thead> <tbody> <tr> <td>Licensed Hand Gun</td><td>27</td></tr> <tr> <td>Licensed Long-arm Gun</td><td>4</td></tr> <tr> <td>Metal Detector</td><td>5</td></tr> <tr> <td>Communication Equipment (Cellphone)</td><td>4</td></tr> <tr> <td>Applicable PPE</td><td>All Security Guards</td></tr> </tbody> </table> <p>l. Conformity to Technical Specifications</p> <p>m. BIR Certificate of Registration;</p> <p>n. Notarized Omnibus Sworn Statement with Authority of Signatory/Affidavit of Undertaking (for sole proprietorship).</p> <p><b><u>Financial Component (Envelope 2)</u></b></p> <p>a. Financial Bid Form;</p> <p>b. Price Schedule</p>	List of Resources	Quantity	Licensed Hand Gun	27	Licensed Long-arm Gun	4	Metal Detector	5	Communication Equipment (Cellphone)	4	Applicable PPE	All Security Guards
List of Resources	Quantity												
Licensed Hand Gun	27												
Licensed Long-arm Gun	4												
Metal Detector	5												
Communication Equipment (Cellphone)	4												
Applicable PPE	All Security Guards												
12	The price of the Goods shall be quoted DDP <i>COWD, Cagayan de Oro City</i> . No incidental services are required.												
13.2	Payment of the contract price shall be made in Philippine Pesos.												
14.1	<p>The bid security shall be in the form of a Notarized Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <u>₱400,000.00</u> (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>a. The amount of not less than <u>₱1,000,000.00</u> (5% of ABC) if bid security is in Surety Bond. Bidders must also attach the Insurance Commissioner's Certificate.</p>												
14.2	The bid and bid security shall be valid until 120 days from the date of opening of bids.												
15	Each Bidder shall submit in three (3) clear copies sealed and labeled one (1) original and two (2) duplicates of the first and second components of its bid. All copies of the documents shall be certified true copy and signed by the owner or authorized representative.												



	Bidders are requested to properly label or tag each documentary requirements for easy reference during the evaluation.
16	<p>The address for submission of bids is Cagayan de Oro City Water District, Corrales Avenue, Cagayan de Oro City.</p> <p>The deadline for submission of bids is <i>December 19, 2023, 1:30 p.m., Tuesday</i>.</p>
17	<p>The address for opening of bids is Cagayan de Oro City Water District, Corrales Avenue, Cagayan de Oro City.</p> <p>The opening of bids will be on <i>December 19, 2023, 1:30 p.m., Tuesday</i>, through videoconferencing via Zoom Meeting.</p>
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following additional requirements filed and paid through the BIR Electronic Filing and Payment System (eFPS):</p> <ol style="list-style-type: none"> <li>1. Latest Annual Income Tax Returns; and</li> <li>2. Business Tax Returns (six [6] months prior to the opening of bids [VAT or Percentage Tax]);</li> </ol> <p>In case the bidder opted to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184 (Circular 07-2017).</p>
21.2	<i>No additional requirements.</i>

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

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

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

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

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

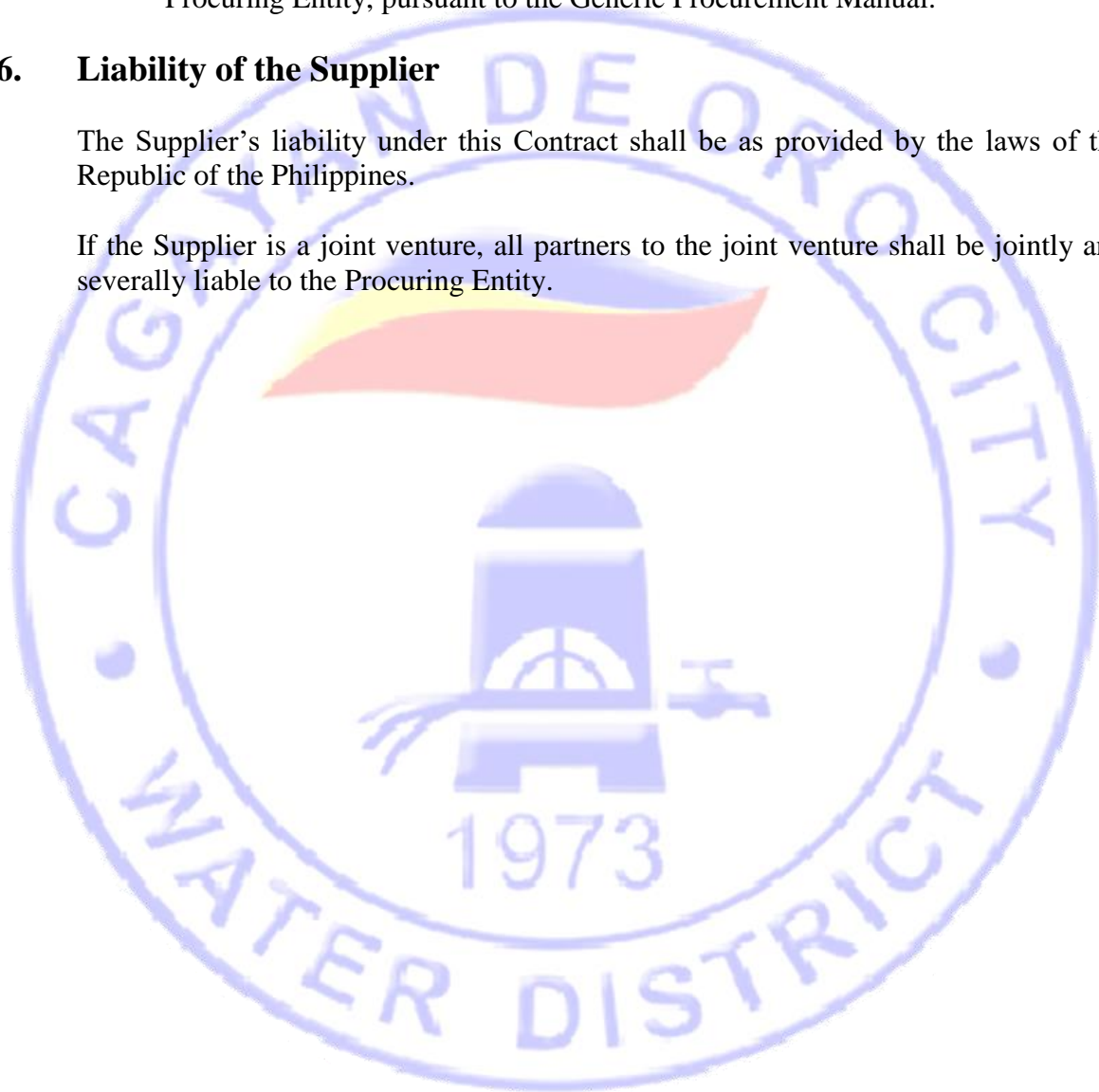
## **5. Warranty**

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

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

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

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





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

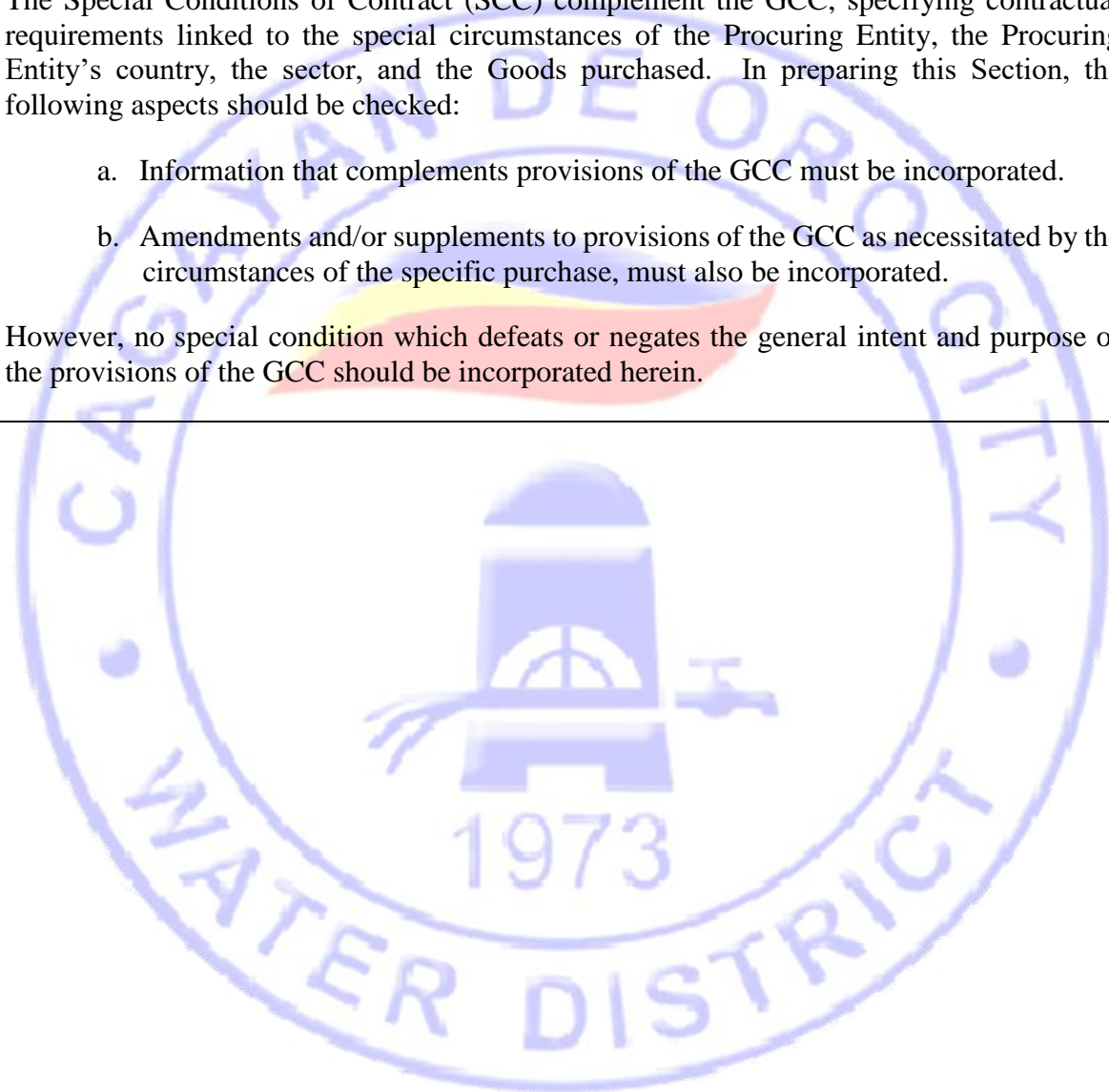
### **Notes on the Special Conditions of Contract**

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

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

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

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



## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <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 <i>Cagayan de Oro City Water District</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>Cagayan de Oro City Water District</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is General Services Section of the Administrative Services Department.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided</li> </ol>

	that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<p>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.</p> <p>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.</p> <p><b>Spare Parts –</b></p> <p>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> <ol style="list-style-type: none"> <li>a. 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</li> <li>b. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost 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 five (5) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within five (5) years of placing the order.</p>
	<p><b>Packaging –</b></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</p>

	<p>remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>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><b>Transportation –</b></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>

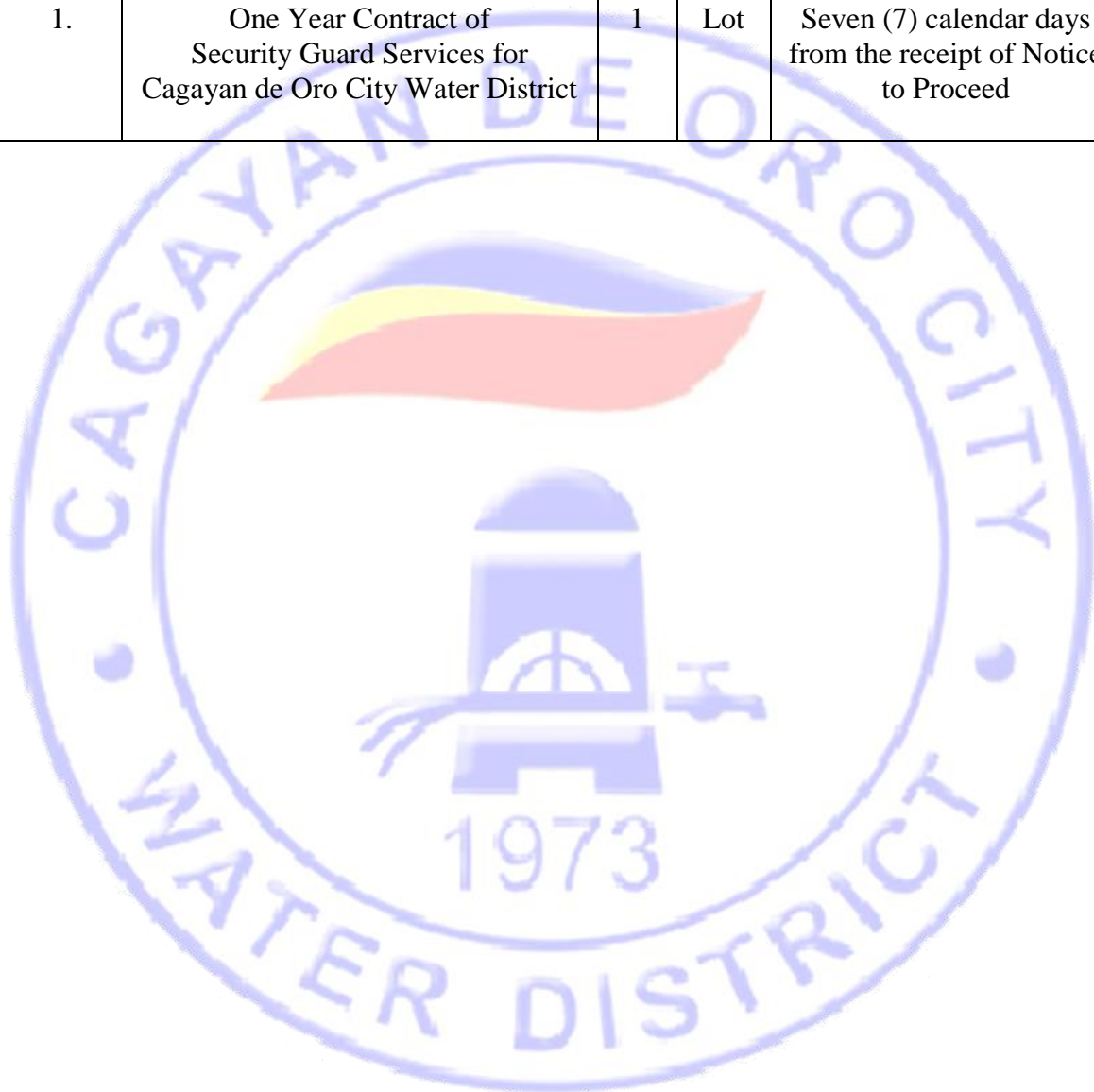


	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that 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><b>Intellectual Property Rights –</b></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	The terms of payment shall be made as stipulated in the Purchase Order.
4	The inspections and tests that will be conducted are initial operation and performance
6.1	<p><i>If the Goods pertain to Expendable Supplies:</i> Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p><i>If the Goods pertain to Non-Expendable Supplies:</i> One (1) year after acceptance by the Procuring Entity of the delivered Goods.</p> <p>An amount equal to five (5%) percent of the contract cost will be withheld within the warranty period.</p>
6.2	The period for correction of defects in the warranty period is <i>thirty (30) calendar days</i> .

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as calendar days stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item Number</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Delivered, Calendar Days</b>
1.	One Year Contract of Security Guard Services for Cagayan de Oro City Water District	1	Lot	Seven (7) calendar days from the receipt of Notice to Proceed



## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

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

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

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

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





## Technical Specifications

DESCRIPTIONS/SPECIFICATIONS		Statement of Compliance (State "Comply or not Comply" for each item description and specifications and attach your company shop/drawing and or brochures / and or Literatures)
<b>PR No. 23-10-04-0143 – 1 LOT ONE YEAR CONTRACT OF SECURITY GUARD SERVICES FOR CAGAYAN DE ORO CITY WATER DISTRICT.</b>		
<b>Security Guards Duties and Responsibilities and Other Tasks</b>		
<i>(Other Tasks Aside from Protecting &amp; Safeguarding COWD Properties &amp; the Employees)</i>		
<b>ADMINISTRATIVE BUILDING</b>		
1.	Receive communications (letters, newspapers etc.) and forward to the Admin Department. ⇒ On working days, the mailman or the messenger will forward the letters and packages directly to the Admin Department	
2.	Checking of the COWD motorcycle units parked at the customers waiting area (morning & afternoon).	
3.	Key keeper of the COWD motorcycle units.	
4.	Be updated on the water advisories and also where to refer customers' queries.	
5.	Customers' entrance – Issuance of the priority numbers to the customers.	
6.	Inspection of bags in all entrance doors (using the stick/metal detector) or with the use of the scanner.	
7.	Inspection thru frisking as a security procedure.	
8.	Take note of important observations and duly inform the General Services or the Production Department for those assigned in the Production Well & Reservoirs.	
9.	For security reasons, Firearm should be deposited to the Security Guard in the Customers entrance. A deposit number will be given. Deposited firearm should be recorded in the form provided.	
<b>BOOSTER STATIONS</b>		
<b>BALULANG / MACASANDIG PUMPING STATION</b>		
1.	Attend COWD radio set provided to COWD guard.	
2.	Switch on and off the perimeter lights, etc.	
3.	Conduct roving inspection and monitoring the area.	
4.	Observe employees logging in & out of the biometrics. Check if employees had three to five failed attempts, before having them log in to the attendance log book.	
5.	Issue Visitors Pass & to log-in/out to the logbook.	
6.	Record delivery & withdrawal of materials that are stocked in the area.	
7.	Submit Security Guard Detailed Report every Monday of the week - to specify operator on duty during the shift.	
<b>BUGO PUMPING STATION (VILLA TRINITAS)</b>		
1.	Attend COWD radio set provided to COWD guard.	
2.	Switch on and off the perimeter lights, etc.	
3.	Conduct roving inspection and monitoring the area.	
4.	Observe employees logging in & out of the Biometrics. Check if employees had three to five failed attempts, before having them log in to the attendance log book.	
5.	Issue Visitors Pass & to log-in/out to the logbook.	
6.	Submit Security Guard Detailed Report every Monday of the week - to specify operator on duty during the shift.	

<b>FACILITIES</b>		
<b>ALUBA RESERVOIR</b>		
1.	Conduct roving inspection around the area per schedule.	
2.	Monitor the refilling of water. Inform Macasandig Booster Station thru RDO or cell phone.	
3.	Monitor the area especially the perimeters & the lower portion.	
4.	Submit detailed report every Monday of the week.	
5.	Maintain cleanliness in the area.	
<b>TABLON RESERVOIR</b>		
1.	Conduct roving inspection around the area per schedule.	
2.	Monitor the refilling of water. Inform Bugo Booster Station thru RDO or cell phone.	
3.	Monitor the area especially the perimeters & the lower portion.	
4.	Submit detailed report every Monday of the week.	
5.	Maintain cleanliness in the area	
<b>BULUA RESERVOIR</b>		
1.	Conduct roving inspection around the area per schedule.	
2.	Switch on and off the perimeter lights. ⇒ Switch-on the light at 6 PM & Switch-off at 5 AM.	
3.	Monitor the water level thru the panel board. If defective, conduct manual reading at the top of the reservoir. ⇒ A logbook is provided for the recording of the water level. Call Balulang Booster Station if water level is already 18 feet in order to stop the filling and to avoid overflow. Specify in the report whether the water level monitor is defective or not.	
4.	Submit detailed report every Monday of the week.	
5.	Ensure that the gate is locked all the time.	
6.	Monitor the area per schedule.	
7.	Maintain cleanliness in the area.	
<b>CAMAMAN-AN RESERVOIR</b>		
1.	Conduct roving inspection around the area per schedule.	
2.	Switch on and off the perimeter lights. ⇒ Switch-on the light at 6 PM & Switch-off at 5 AM.	
3.	Monitor the water level thru the panel board. If defective, conduct manual reading at the top of the reservoir. ⇒ A logbook is provided for the recording of the water level. Call Macasandig Booster Station if water level is already 4 feet below full, in order to stop the filling and to avoid overflow. Specify in the report whether the water level monitor is defective or not.	
4.	Submit detailed report every Monday of the week.	
5.	Monitoring the area. Security guard usually oversee the whole place on top of the reservoir.	
6.	Maintain cleanliness in the area.	
<b>CARMEN RESERVOIR</b>		
1.	Conduct roving inspection around the area/Foot patrol per schedule.	
2.	Monitor the water level thru the panel board. If defective, conduct manual reading at the top of the reservoir. ⇒ A logbook is provided for the recording of the water level. Call Balulang Booster Station if water level is already 18 feet or any other observations noted.	
3.	Switch on and off the perimeter lights.	
4.	Submit detailed report every Monday of the week.	
5.	Monitor the area. Security guard usually oversee the whole place on top of the reservoir.	
6.	Maintain cleanliness in the area.	
<b>PUERTO RESERVOIR</b>		
1.	Conduct roving inspection around the area/Foot patrol per schedule.	
2.	Switch on & off the UPS. ⇒ Switch-on at 7 AM & switch-off at 7PM.	
3.	Switch on and off the perimeter lights.	

4.	Submit detailed report every Monday of the week.	
5.	Monitor the area. Security guard usually oversee the whole place on top of the reservoir.	
6.	Maintain cleanliness in the area.	
<b>YOUNGSVILLE IN-LINE BOOSTER</b>		
1.	Conduct Inspection & Monitoring the area per schedule.	
2.	Monitor the water level & the installed data logger.	
3.	Submit detailed report every Monday of the week.	
4.	Switch on & off the perimeter lights.	
<b>PAGATPAT IN-LINE BOOSTER</b>		
1.	Conduct Inspection & Monitoring the area per schedule.	
2.	Submit detailed report every Monday of the week.	
3.	Switch on & off the lights.	
<b>BUGO PW # 5</b>		
1.	Conduct Inspection & Monitoring the area per schedule.	
2.	Submit detailed report every Monday of the week.	
3.	Switch on & off the perimeter lights.	
<b>MACASANDIG PW # 7, CALAANAN PW # 10 &amp; PW # 12</b>		
1.	Conduct Inspection & Monitoring the area per schedule.	
2.	Submit detailed report every Monday of the week.	
3.	Switch on & off the lights.	
<b>MACASANDIG PW # 8 &amp; TOMAS SACO PW #16</b>		
1.	Conduct Inspection & Monitoring the area per schedule.	
2.	Submit detailed report every Monday of the week.	
3.	Switch on & off the lights.	
<b>PUEBLO PW # 18 NIGHT SHIFT - 7:00 P.M. TO 7:00 A.M. (1 GUARD)</b>		
1.	Conduct Inspection & Monitoring the area per schedule.	
2.	Submit detailed report every Monday of the week.	
3.	Switch on & off the perimeter lights.	
<b>LUMBIA PW # 33 NIGHT SHIFT - 7:00 P.M. TO 7:00 A.M. (1 GUARD)</b>		
1.	Conduct Inspection & Monitoring the area per schedule.	
2.	Submit detailed report every Monday of the week.	
3.	Switch on & off the perimeter lights.	
<b>SOLDIERS HILL IN-LINE BOOSTER (BULUA)</b>		
1.	Conduct Inspection & Monitoring the area per schedule.	
2.	Submit detailed report every Monday of the week.	
3.	Switch on & off the lights.	
<b>PAYMENT STATION AT TIN-AO SUB-OFFICE</b>		
<b>TELLER</b>		
⇒ Keep watch on the teller area per schedule.		
<b>ENTRANCE</b>		
1.	Receive pass slips submitted by employees & take note the time he/she went out & time of return.	
2.	Answer telephone calls after office hours & on Saturday, Sundays and Holidays.	
3.	Conduct inspection of bags thru the use of stick/scanner.	
4.	Conduct Inspection thru frisking as a security procedure	
5.	Facilitate proper parking of the motorcycle & vehicles.	
6.	Switch on & off the perimeter lights, etc.	
7.	Conduct roving inspection inside & outside the Building and ensure that all exit doors are locked.	
8.	Observe employees logging in & out of the Biometrics. Check if employees had three to five failed attempts before having them log in to the attendance log book	
9.	Issue visitors pass & to log-in/out in the logbook.	



10.	Familiarize location of a section/division and their functions to be able to direct customers having queries.	
11.	Record and Issue deposit number for firearms deposited & keep it safely to the firearm box.	
12.	Monitor the arrival & departure of COWD employees as well as visitors & other personnel who come to the office like ACU personnel checking the aircons etc.	
<b>SHOP</b>		
<b>KAUSWAGAN SUB-OFFICE</b>		
<b>TELLER - 7:00 A.M. TO 5:00 P.M. (1 GUARD)</b>		
1.	Post at the entrance door and keep watch on the tellering area.	
2.	Open the door for the customer & employees.	
3.	Make the call for the next paying customer.	
4.	In-charge of putting the flag in the morning & taking it down in the afternoon.	
<b>ROVING GUARD DAY SHIFT - 6:00 A.M. TO 6:00 P.M. (1 GUARD)</b>		
1.	In the morning proceed to the parking area & issue pass slips to vehicles carrying tools. Check the tools together with the tool keeper in that specific vehicle and record by piece.	
2.	Assist in opening and closing the gate.	
3.	Conduct Inspection of incoming customers thru frisking for male & inspection of bags with sticks for the female.	
4.	Conduct roving inspection in the whole area every now & then. Facilitate proper parking of the motorcycle & vehicles.	
5.	Facilitate monitoring of the vehicles that are parked in the compound. Time of departure and time of arrival should be specified. Let the driver assigned in each vehicle sign in the form.	
6.	Check motorcycle "U" box (employees) during exit.	
7.	Monitor the delivery of supplies & materials.	
8.	Prepare report for any COWD vehicle that had met a vehicular accident.	
<b>ROVING GUARD NIGHT SHIFT - 6:00 P.M. TO 6:00 A.M. (1 GUARD)</b>		
1.	Open and close the gate.	
2.	Conduct inspection of incoming employees thru frisking for male & inspection of bags with sticks for the female.	
3.	Conduct roving inspection the whole area every now & then. Facilitate proper parking of the motorcycle & vehicles.	
4.	Facilitate monitoring of the vehicles that are parked in the compound. Time of departure and time of arrival should be specified. Let the driver assigned in each vehicle sign in the form.	
5.	Check motorcycle "U" box (employees) during exit.	
6.	Prepare report for any COWD vehicle that had met a vehicular accident.	
<b>GUARDHOUSE - DAY SHIFT (6:00 A.M. TO 6:00 P.M.) (1 GUARD) &amp; NIGHT SHIFT (6:00 P.M. TO 6:00 A.M.) (1 GUARD)</b>		
	<b>Day Shift</b>	
1.	Receive letters, newspapers etc.	
2.	Receive pass slips submitted by employees & take note the time he/she went out & time of return. Also take note employees who went out without pass slips.	
3.	Answer telephone calls.	
4.	Switch on and off the perimeter lights, etc.	
5.	Monitor the employees who log-in & log-out of the Biometrics. Check if employees had three to five failed attempts before allowing to write in the attendance logbook.	
6.	Familiarize location of a section/division and their functions to be able to direct customers having queries.	
7.	Record incoming visitors & Issue Visitors ID.	
8.	Take note of vehicles that went out without a trip ticket and check if he is the authorized driver.	



	<b>Night shift</b>	
1.	Record personnel/team who render overtime.	
2.	Answer telephone calls.	
3.	Switch on and off the perimeter lights, etc.	
4.	Take note of vehicles that went out without a trip ticket and check if he is the authorized driver.	
<b>GATE GUARD - 7:00 A.M. TO 5:00 P.M. (1 GUARD)</b>		
1.	Check ALL vehicles (Private & COWD) going IN/OUT of SHOP.	
2.	Check PASS/SRS copy for items upon exit. NO PASS, NO EXIT.	
3.	Get the issued pass slips for tools for out-going COWD vehicles.	
4.	Assist in checking the bags of out-going employees - during off duty at 5 p.m.	
5.	Facilitate traffic during flag ceremony.	
<b>OTHER STANDARD OPERATING PROCEDURES</b>		
1.	Adhere to COWD Customer Service Standards procedures.	
2.	Courtesy should be extended at all times to the customers, employees and guests.	
3.	A Security Detailed Report Form is provided every month. A weekly report shall be duly accomplished and submitted every Monday of the week. The report shall comprise the following: <ul style="list-style-type: none"> <li>• Events and incidents that happened.</li> <li>• Specific time of arrival and departure of the personnel, visitors and vehicles.</li> <li>• Specific purpose (destination if it went out and why &amp; the reason of coming to the office/area).</li> <li>• In Shop Kauswagan, the one assigned in the guardhouse (2 shifts) shall be the one to write the report.</li> <li>• In Admin Bldg., the one assigned in the employees' entrance will be the one to write the report.</li> </ul>	
<b>DAILY TIME RECORD</b>		
⇒ The AGENCY shall provide BUNDY CLOCK/BIOMETRIC/PUNCH CARD to monitor their guards.		
<b>PARKING LOT (KAUSWAGAN)</b>		
1.	Switch on and off the perimeter lights, etc.	
2.	Conduct roving inspection all throughout the premises.	
3.	Observe the employees who log-in/out of the Biometrics. Check if employees had three to five failed attempts before allowing to write in the attendance logbook.	
4.	Record incoming visitors & issue visitors ID.	
5.	Take note of vehicles that went out without a trip ticket and check if he is the authorized driver.	
6.	Assist in checking the bags of in/out-going employees.	
<b>OTHER REQUIREMENTS</b>		
The winning bidder must provide the following services for FREE:		
1.	Security survey and risk assessment in all properties/buildings/offices/etc. of COWD with recommendations; and	
2.	Safety Officer's (SO) training for COWD organic personnel utmost (10 personnel for SO-2).	
<b>MUST HAVE:</b>		
1.	Winning bidder must have an accredited security training school for the security guards (This must be supported with a notarized MOU/MOA between the security agency and the accredited school with the validity period indicated OR Certificate of Ownership, if they own the training school);	
2.	The provisions of the contract must contain in its clause security testing/penetrating security (at least 1 announced and 1 unannounced every semester). Corresponding penalties/sanctions must be indicated if there is failure in the security measures conducted.	

NO.	LOCATION	PROPOSED POSTS				
		SPECIFIC LOCATION	DUTY TIME		DAY	
			FROM	TO	Start	End
1	ADMINISTRATION BUILDING	Employees Entrance	06:00 AM	06:00 PM	Mon	Sun
		Customers Entrance	07:00 PM	05:00 AM	Mon	Sat
		Customers Entrance	07:00 AM	05:00 PM	Mon	Sat
		Employees Entrance	06:00 PM	06:00 AM	Mon	Sun
		Outside Roving Guard	06:00 AM	06:00 PM	Mon	Sun
		Outside Roving Guard	06:00 PM	06:00 AM	Mon	Sun
2	SHOP, KAUSWAGAN	Guardhouse	06:00 AM	06:00 PM	Mon	Sun
		Guardhouse	06:00 PM	06:00 AM	Mon	Sun
		Gate	07:00 AM	05:00 PM	Mon	Fri
		Teller	07:00 AM	05:00 PM	Mon	Fri
		Roving	06:00 AM	06:00 PM	Mon	Sat
		Roving	06:00 PM	06:00 AM	Mon	Sun
3	BULUA RESERVOIR	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
4	CARMEN	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
5	MACASANDIG BOOSTER PUMPING STATION	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
6	BALULANG BOOSTER STATION	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
7	CAMAMAN-AN RESERVOIR	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
8	YOUNGSVILLE	06:00 AM	06:00 PM	Mon	Sun	
		06:00 PM	06:00 AM	Mon	Sun	
9	ALUBA RESERVOIR	07:00 PM	07:00 AM	Mon	Sun	
10	TABLON RESERVOIR	07:00 PM	07:00 AM	Mon	Sun	
11	TRINITAS BOOSTER STATION	06:00 AM	02:00 PM	Mon	Sun	
		02:00 PM	10:00 PM	Mon	Sun	
		10:00 PM	06:00 AM	Mon	Sun	
12	TIN-AO SUB-OFFICE	Office & Ground	07:00 AM	07:00 PM	Mon	Sun
		Teller	08:00 AM	12:00 PM	Mon	Fri
			01:00 PM	05:00 PM	Mon	Fri
		Office & Ground	07:00 PM	07:00 AM	Mon	Sun
13	MACASANDIG PW # 8	06:00 AM	06:00 PM	Mon	Sun	
		06:00 PM	06:00 AM	Mon	Sun	
14	PUERTO RESERVOIR	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
15	BUGO PW # 5	06:00 PM	06:00 AM	Mon	Sun	
16	SOLDIERS HILL	06:00 PM	06:00 AM	Mon	Sun	
17	PAGATPAT IN-LINE	07:00 PM	07:00 AM	Mon	Sun	
18	TOMAS SACO PW # 16	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
19	MACASANDIG PW # 7	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
20	PARKING LOT	06:00 AM	06:00 PM	Mon	Sun	
		06:00 PM	06:00 AM	Mon	Sun	
21	CALAANAN PW # 10	06:00 AM	06:00 PM	Mon	Sun	
		06:00 PM	06:00 AM	Mon	Sun	
22	PUEBLO PW # 18	07:00 PM	07:00 AM	Mon	Sun	
23	LUMBIA PW # 33	07:00 PM	07:00 AM	Mon	Sun	
24	CALAANAN PW # 12	06:00 AM	06:00 PM	Mon	Sun	
		06:00 PM	06:00 AM	Mon	Sun	
	TOTAL GUARD		51			

## ***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 FOR PR NO. 23-10-04-0143**

**1 LOT ONE YEAR CONTRACT OF SECURITY GUARD SERVICES FOR  
CAGAYAN DE ORO CITY WATER DISTRICT**

**APPROVED BUDGET FOR THE CONTRACT: ₱20,000,000.00**

**TECHNICAL PROPOSAL/ ELIGIBILITY REQUIREMENTS “FIRST ENVELOPE”**

(marked “Envelope No.1)

**LEGAL DOCUMENTS:**

- 1) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

- 2) Statement 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 SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the [BDS](#).

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
  - (ii.2) date of the contract;
  - (ii.3) contract duration;
  - (ii.4) owner’s name and address;
  - (ii.5) kinds of Goods;
  - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
  - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement;
  - (ii.8) date of delivery; and
  - (ii.9) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- 3) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank



Class “B” Document:

- 4) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

**TECHNICAL DOCUMENTS**

- 1) The bid security shall be either of the following forms:
  - a. Bid Securing Declaration (Notarized);
  - b. (2% of ABC), if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;
  - c. (5% of ABC), if bid security is in Surety Bond. Bidders must attach the Insurance Commissioner’s Certificate.
- 2) Production / Delivery Schedule;
- 3) Organizational Structure;
- 4) DOLE Registration;
- 5) Certificate of Good Standing from SSS, Pag-Ibig and Phil-Health; (Submit the latest Certification of remittances for the last 3 months prior from the Opening of Bids);
- 6) Certification stating that agency has a local office within Cagayan de Oro City;
- 7) Security Plan;
- 8) Registration from Philippine National Police as duly registered Security Agency;
- 9) List of Security Guards personnel to be assigned to the contract to be bid, with their complete qualification and experience data;
- 10) Minimum Resources required (Submit affidavit of undertaking):

List of Resources	Quantity
Licensed Hand Gun	27
Licensed Long-arm Gun	4
Metal Detector	5
Communication Equipment (Cellphone)	4
Applicable PPE	All Security Guards

- 11) Conformity to Technical Specifications;
- 12) BIR Certificate of Registration;
- 13) Notarized Omnibus Sworn Statement with Authority of Signatory/Affidavit of Undertaking (for sole proprietorship).

**FINANCIAL PROPOSAL “SECOND ENVELOPE”**

(marked “Envelope No. 2”)

- 1) Financial Proposal Submission Sheet, which includes bid prices and the bill of quantities
  - Financial Bid Form;
  - Price Schedule

## ***Bidding Forms***



## APPENDIX "1"

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

**BID FORM NO. 1**

Date : \_\_\_\_\_

Project Identification No. : 23-10-04-0143To: *[name and address of Procuring Entity]*

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

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

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

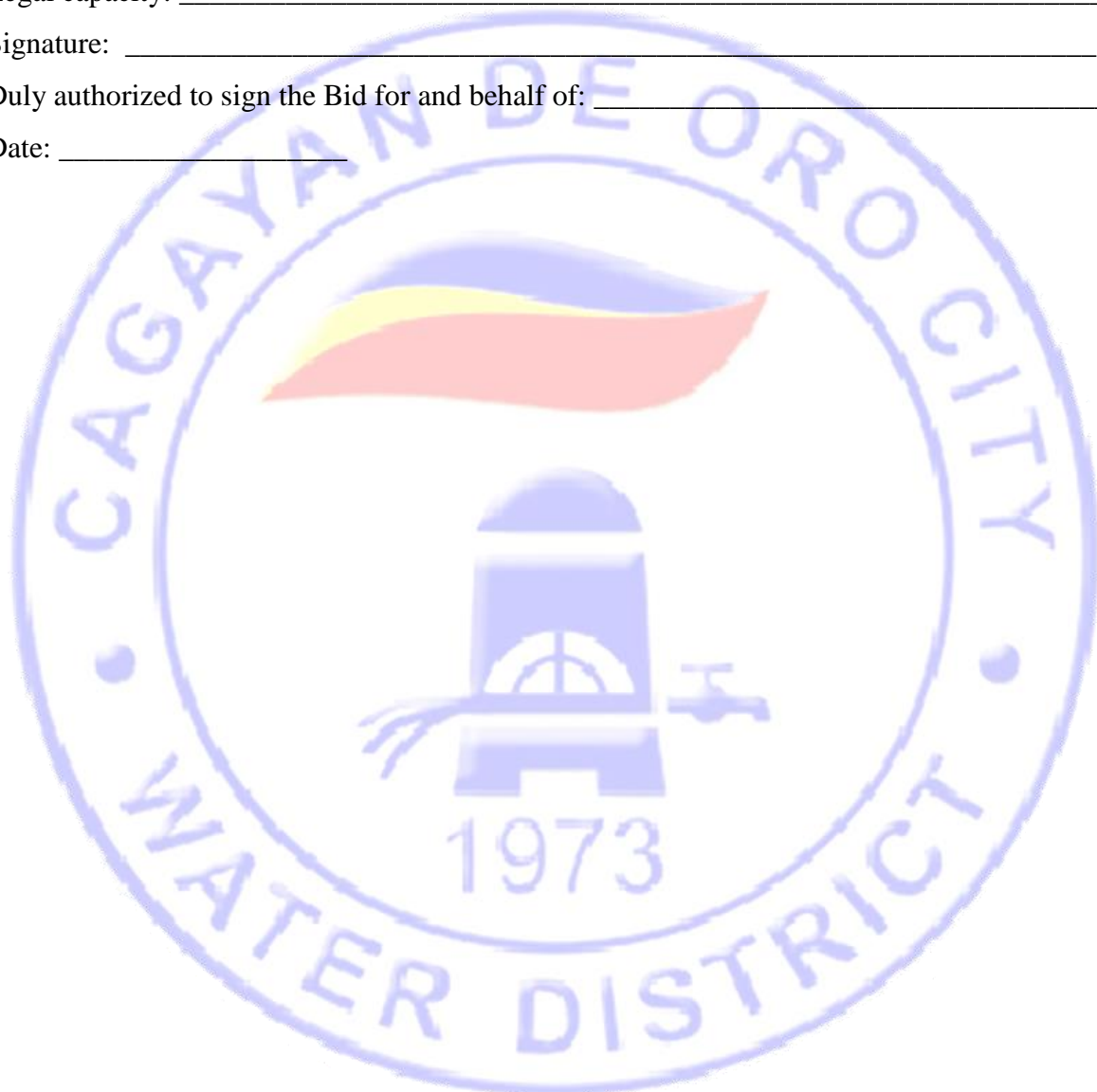
Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_







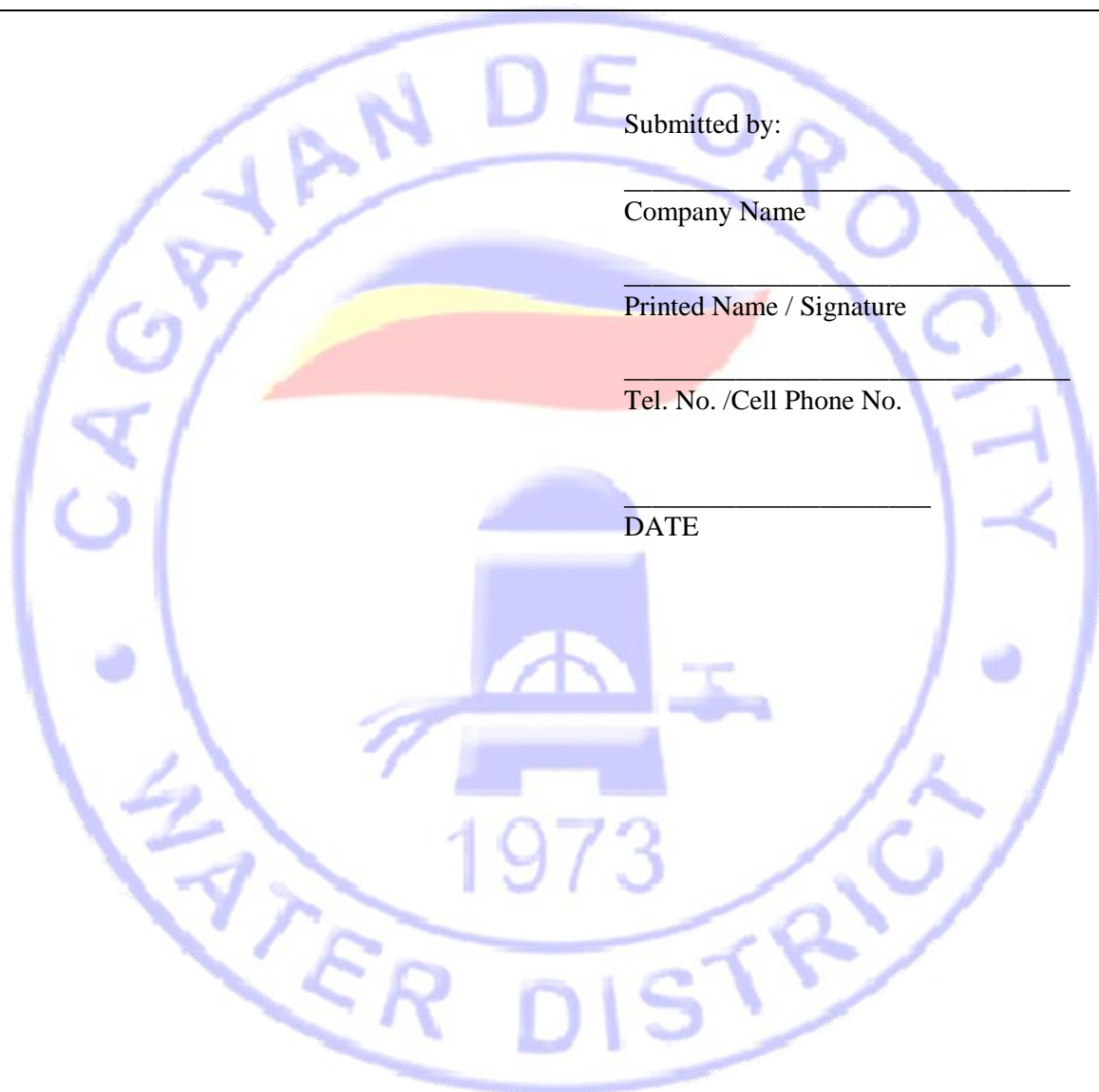
**PR No. 23-10-04-0143 – 1 LOT ONE YEAR  
CONTRACT FOR CAGAYAN DE ORO  
CITY WATER DISTRICT SECURITY  
GUARDS SERVICES**

**Bid Form 2**

**PR No. 23-10-04-0143**

NO.	LOCATION	PROPOSED POSTS					MONTHLY BASIC	MONTHLY OVERTIME	MONTHLY NIGHT PREMIUM	BENEFIT	SSS / PHILHEALTH / PAGIBIG PREMIUMS & OTHERS	TOTAL COST
		SPECIFIC LOCATION	DUTY TIME		DAY							
			FROM	TO	START	END						
1	ADMINISTRATION BUILDING	Employees Entrance	06:00 AM	06:00 PM	Mon	Sun						
		Customers Entrance	07:00 PM	05:00 AM	Mon	Sat						
		Customers Entrance	07:00 AM	05:00 PM	Mon	Sat						
		Employees Entrance	06:00 PM	06:00 AM	Mon	Sun						
		Outside Roving Guard	06:00 AM	06:00 PM	Mon	Sun						
		Outside Roving Guard	06:00 PM	06:00 AM	Mon	Sun						
2	SHOP, KAUSWAGAN	Guardhouse	06:00 AM	06:00 PM	Mon	Sun						
		Guardhouse	06:00 PM	06:00 AM	Mon	Sun						
		Gate	07:00 AM	05:00 PM	Mon	Fri						
		Teller	07:00 AM	05:00 PM	Mon	Fri						
		Roving	06:00 AM	06:00 PM	Mon	Sat						
		Roving	06:00 PM	06:00 AM	Mon	Sun						
3	BULUA RESERVOIR		07:00 AM	07:00 PM	Mon	Sun						
			07:00 PM	07:00 AM	Mon	Sun						
4	CARMEN		07:00 AM	07:00 PM	Mon	Sun						
			07:00 PM	07:00 AM	Mon	Sun						
5	MACASANDIG BOOSTER PUMPING STATION		07:00 AM	07:00 PM	Mon	Sun						
			07:00 PM	07:00 AM	Mon	Sun						
6	BALULANG BOOSTER STATION		07:00 AM	07:00 PM	Mon	Sun						
			07:00 PM	07:00 AM	Mon	Sun						
7	CAMAMAN-AN RESERVOIR		07:00 AM	07:00 PM	Mon	Sun						
			07:00 PM	07:00 AM	Mon	Sun						
8	YOUNGSVILLE		06:00 AM	06:00 PM	Mon	Sun						
			06:00 PM	06:00 AM	Mon	Sun						
9	ALUBA RESERVOIR		07:00 PM	07:00 AM	Mon	Sun						
10	TABLON RESERVOIR		07:00 PM	07:00 AM	Mon	Sun						
11	TRINITAS BOOSTER STATION		06:00 AM	02:00 PM	Mon	Sun						
			02:00 PM	10:00 PM	Mon	Sun						
			10:00 PM	06:00 AM	Mon	Sun						
12	TIN-AO SUB-OFFICE	Office & Ground	07:00 AM	07:00 PM	Mon	Sun						
		Teller	08:00 AM	12:00 PM	Mon	Fri						
			01:00 PM	05:00 PM	Mon	Fri						
		Office & Ground	07:00 PM	07:00 AM	Mon	Sun						
13	MACASANDIG PW # 8		06:00 AM	06:00 PM	Mon	Sun						
			06:00 PM	06:00 AM	Mon	Sun						
14	PUERTO RESERVOIR		07:00 AM	07:00 PM	Mon	Sun						
			07:00 PM	07:00 AM	Mon	Sun						
15	BUGO PW # 5		06:00 PM	06:00 AM	Mon	Sun						
16	SOLDIERS HILL		06:00 PM	06:00 AM	Mon	Sun						
17	PAGATPAT IN-LINE		07:00 PM	07:00 AM	Mon	Sun						
18	TOMAS SACO PW # 16		07:00 AM	07:00 PM	Mon	Sun						
			07:00 PM	07:00 AM	Mon	Sun						
19	MACASANDIG PW # 7		07:00 AM	07:00 PM	Mon	Sun						
			07:00 PM	07:00 AM	Mon	Sun						
20	PARKING LOT		06:00 AM	06:00 PM	Mon	Sun						
			06:00 PM	06:00 AM	Mon	Sun						
21	CALAANAN PW # 10		06:00 AM	06:00 PM	Mon	Sun						
			06:00 PM	06:00 AM	Mon	Sun						
22	PUEBLO PW # 18		07:00 PM	07:00 AM	Mon	Sun						
23	LUMBIA PW # 33		07:00 PM	07:00 AM	Mon	Sun						
24	CALAANAN PW # 12		06:00 AM	06:00 PM	Mon	Sun						
			06:00 PM	06:00 AM	Mon	Sun						
	TOTAL GUARD		51									

<b>Total Bid Price:</b> (Delivered DDP COWD, Cagayan de Oro City) in Figures:
<b>In Words:</b>
<b>Price Validity:</b>
<b>Terms:</b> Payment shall be made as stipulated in the Purchase Order.
<b>Delivery:</b> Delivery shall be Seven (7) calendar days upon receipt of Notice to Proceed.



Submitted by:

Company Name

Printed Name / Signature

Tel. No. /Cell Phone No.

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]*

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**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
    - v. ANNEX A
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

for:

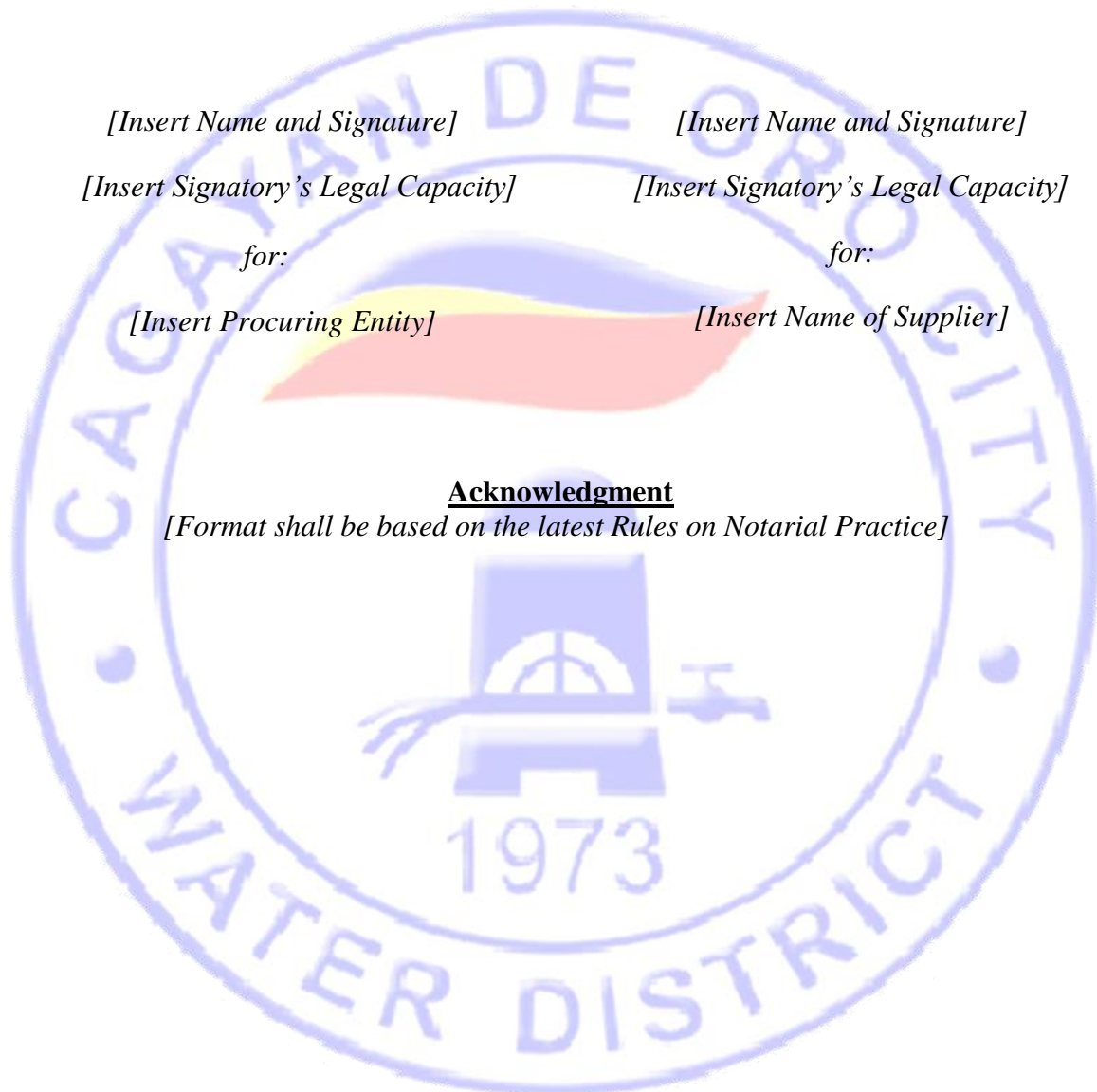
for:

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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





ANNEX A

**CONTRACT FOR SECURITY SERVICES**

**KNOW ALL MEN BY THESE PRESENTS:**

This CONTRACT FOR SECURITY SERVICES, made and entered into at Cagayan de Oro City, Philippines by and between:

**CAGAYAN DE ORO CITY WATER DISTRICT**, a government owned and controlled corporation with office address at Corrales Avenue - Antonio Luna Sts., Cagayan de Oro City. It is hereinafter referred to as the **COMPANY** and herein represented by its **General Manager, Engr. Antonio B. Young**.

- and -

\_\_\_\_\_, a duly licensed and bonded security agency operating under the provisions of Republic Act No. 5487, as amended, registered and accredited with PNP-SOSIA, \_\_\_\_\_ and \_\_\_\_\_ with \_\_\_\_\_ office \_\_\_\_\_ address \_\_\_\_\_ at \_\_\_\_\_. It is hereinafter referred to as the **AGENCY** and herein represented by its **Manager**, \_\_\_\_\_.

**W I T N E S S E T H**

**WHEREAS**, in consonance with law, the COMPANY desires to engage the services of a security agency for the purpose of (1) maintaining law and order at its premises, (2) protecting and guarding its properties from theft, robbery, destruction or damages, (3) protecting its officers and employees, visitors and guests from assault, harassment, threat or intimidation and other harmful acts, and (4) enforcing and implementing its orders, directives, memoranda, rules, policies and regulation relative to the maintenance of security and safety;

**WHEREAS**, as a result of the public bidding duly conducted for the purpose on \_\_\_\_\_ the Bids and Awards Committee recommended the award of the Contract for Security Services to the AGENCY, since its offer is the most advantageous to the COMPANY;

**WHEREAS**, the Board of Directors of the COMPANY passed Resolution No. \_\_\_\_\_, S-\_\_\_\_\_ during its meeting on \_\_\_\_\_ approving the award of the Contract for Security Services to the AGENCY at the annual rate of \_\_\_\_\_ for fifty-one (51) security guards;

**NOW, THEREFORE**, the Parties hereto agree and do hereby mutually bind themselves as follows:

## I

### PLACE AND LOCATION

The AGENCY shall assign security guards who shall perform security services at the COMPANY'S Administration Building, Tin-ao/Puerto Sub-office, Booster Pump Stations, Reservoirs, Production Wells and COWD Shop-Kauswagan.

## II

### FUNCTIONS AND DUTIES OF GUARDS

The guards are to:

1. Maintain peace and order at aforementioned office buildings and premises;
2. Watch, safeguard and protect the properties of the COMPANY, its employees and guests from theft, robbery, arson and other forms of destruction and damage and other related crimes punishable by law;
3. Preserve the office buildings and premises, prevent intrusion thereat by squatters, prevent the building therein of any illegal structures, and similar other acts;
4. Protect the directors, officers, employees, visitors and guests of the COMPANY from assault, harassment, threat or intimidation and to strictly enforce and implement order, directives, memoranda, rules and regulation of the COMPANY aimed at maintaining security safety thereat;
5. Implement/comply with the COMPANY rules and regulations and other Standard Operating Procedures (SOP) promulgated by the COMPANY relative to the maintenance of security and safety; and
6. Prevent vandalism in the form of graffiti, paintings, stickers on COMPANY fences and walls of structures, and failing to prevent the same, remove such graffiti, painting, sticker and the like and restore the fence or wall to its original form at its own expense with or without notice from the COMPANY.
7. All assigned COWD Reservoir Guards are required to manually check the water levels of the reservoir and record or plot the water level readings therein on a regular basis and it shall be their added duty and responsibility to feed this relevant information by way of telephone or any other form of communication possible to the pumping stations to guarantee efficient and reliable water resource services to the public. This procedure shall be in full force and effect until ultrasonic water level equipment will be provided.

## III

### GUARD FORCES

The AGENCY shall deploy fifty-one (51) security guards to cover 24-hours security seven (7) days a week, including Saturdays, Sundays and Holidays. The number of contracted guards may be increased or decreased at any time upon written request of the COMPANY and so with the number of guarding hours.

NO.	LOCATION	PROPOSED POSTS				
		SPECIFIC LOCATION	DUTY TIME		DAY	
			FROM	TO	Start	End
1	ADMINISTRATION BUILDING	Employees Entrance	06:00 AM	06:00 PM	Mon	Sun
		Customers Entrance	07:00 PM	05:00 AM	Mon	Sat
		Customers Entrance	07:00 AM	05:00 PM	Mon	Sat
		Employees Entrance	06:00 PM	06:00 AM	Mon	Sun
		Outside Roving Guard	06:00 AM	06:00 PM	Mon	Sun
		Outside Roving Guard	06:00 PM	06:00 AM	Mon	Sun
2	SHOP, KAUSWAGAN	Guardhouse	06:00 AM	06:00 PM	Mon	Sun
		Guardhouse	06:00 PM	06:00 AM	Mon	Sun
		Gate	07:00 AM	05:00 PM	Mon	Fri
		Teller	07:00 AM	05:00 PM	Mon	Fri
		Roving	06:00 AM	06:00 PM	Mon	Sat
		Roving	06:00 PM	06:00 AM	Mon	Sun
3	BULUA RESERVOIR	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
4	CARMEN	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
5	MACASANDIG BOOSTER PUMPING STATION	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
6	BALULANG BOOSTER STATION	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
7	CAMAMAN-AN RESERVOIR	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
8	YOUNGSVILLE	06:00 AM	06:00 PM	Mon	Sun	
		06:00 PM	06:00 AM	Mon	Sun	
9	ALUBA RESERVOIR	07:00 PM	07:00 AM	Mon	Sun	
10	TABLON RESERVOIR	07:00 PM	07:00 AM	Mon	Sun	
11	TRINITAS BOOSTER STATION	06:00 AM	02:00 PM	Mon	Sun	
		02:00 PM	10:00 PM	Mon	Sun	
		10:00 PM	06:00 AM	Mon	Sun	
12	TIN-AO SUB-OFFICE	Office & Ground	07:00 AM	07:00 PM	Mon	Sun
		Teller	08:00 AM	12:00 PM	Mon	Fri
			01:00 PM	05:00 PM	Mon	Fri
		Office & Ground	07:00 PM	07:00 AM	Mon	Sun
13	MACASANDIG PW # 8	06:00 AM	06:00 PM	Mon	Sun	
		06:00 PM	06:00 AM	Mon	Sun	
14	PUERTO RESERVOIR	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
15	BUGO PW # 5	06:00 PM	06:00 AM	Mon	Sun	
16	SOLDIERS HILL	06:00 PM	06:00 AM	Mon	Sun	
17	PAGATPAT IN-LINE	07:00 PM	07:00 AM	Mon	Sun	
18	TOMAS SACO PW # 16	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
19	MACASANDIG PW # 7	07:00 AM	07:00 PM	Mon	Sun	
		07:00 PM	07:00 AM	Mon	Sun	
20	PARKING LOT	06:00 AM	06:00 PM	Mon	Sun	
		06:00 PM	06:00 AM	Mon	Sun	
21	CALAANAN PW # 10	06:00 AM	06:00 PM	Mon	Sun	
		06:00 PM	06:00 AM	Mon	Sun	
22	PUEBLO PW # 18	07:00 PM	07:00 AM	Mon	Sun	
23	LUMBIA PW # 33	07:00 PM	07:00 AM	Mon	Sun	
24	CALAANAN PW # 12	06:00 AM	06:00 PM	Mon	Sun	
		06:00 PM	06:00 AM	Mon	Sun	
	Total Guard		51			



#### IV

#### QUALIFICATIONS OF THE GUARDS

Each of the security guards to be assigned by the AGENCY to the COMPANY must be:

- a. at least a high school graduate;
- b. of good moral character and reputation, courteous, alert, trustworthy and without criminal and police records;
- c. disciplined, physically and mentally fit, with age not less than 21 but not more than 50 years old;
- d. must be at least 5'4" in height and weight not less than 120 pounds;
- e. competent, efficient, experienced, bonded, duly licensed and properly screened and cleared by PNP, NBI, and other government offices issuing clearances for employment; and
- f. in proper uniform at all times and in possession of such other qualifications as required under Republic Act No. 5487, as amended.

#### V

#### PRESCRIBED ATTIRE OF SECURITY GUARDS

The security guards deployed by the AGENCY must be in proper uniform at all times while on duty and armed with duly licensed firearm as specified by the COMPANY with sufficient ammunition at all times during his tour of duty.

#### VI

#### EQUIPMENT AND ADDITIONAL SERVICES TO BE PROVIDED BY THE AGENCY

The AGENCY shall provide time recorder, vehicles, metal detectors, radio communications, nightsticks and other paraphernalia necessary for security. Security Testing/Penetrating Security (at least 1 announced and 1 unannounced every semester) Corresponding penalties/sanctions must be indicated if there is failure in the security measures conducted;

The AGENCY shall conduct Security survey and risk assessment in all properties/buildings/offices/etc. of COWD with recommendations; and

The AGENCY shall conduct Safety Officer's (SO) training for COWD organic personnel utmost (10 personnel for SO 2).

#### VII

#### CONSIDERATION

For purposes of billing services to be rendered under this Contract, the COWD shall pay the AGENCY the amount of \_\_\_\_\_ per annum, subject to the number of guards actually deployed per month, for eight-hour or twelve-



hour work daily, seven days a week, which amount shall be inclusive of all charges, including taxes to be paid to the Government.

Services rendered pending execution of this Contract upon request of, and which inured to the benefit of the COMPANY, shall be treated in accordance with the terms and conditions hereof.

This Contract shall be retroactive to the time the AGENCY actually started providing the service subject hereof.

The AGENCY hereby undertakes that it will comply with all labor laws and such other related laws.

The AGENCY hereby undertakes that it will comply with all labor laws and such other related laws.

## **VIII**

### **MANNER OF PAYMENT**

The AGENCY shall bill the COMPANY twice a month, preferably every 15<sup>th</sup> and 30<sup>th</sup> day of every month for services actually rendered by the security guards. For this purpose, the AGENCY shall submit the payroll records of the guards with their names, hours of work rendered and a certification that the guards, whose names appear therein, actually and truly rendered the services for the particular billing period. Non-compliance therewith gives the COMPANY the right to disallow payment of the bill; and any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof.

It is understood that a portion of the amount to be paid to the AGENCY represents the salaries of the security guards deployed and shall be received by the AGENCY only in trust for the said security guards.

The AGENCY shall be entitled to request for corresponding adjustment of the stipulated contract price herein in the event the minimum wage is increased or where there is an increase in fringe benefit in favor of the employees pursuant to law, executive order, decree or wage order subsequent to the execution of this Contract; provided the AGENCY presents proof thereof, which proof shall be certified by the Philippine Association of Detective and Protective Agency Operations, Inc. (PADPAO) through its "Committee on PADPAO Rate Computation".

## **IX**

### **SUPERVISION AND CONTROL**

The AGENCY shall exercise discipline, direct supervision, control and administration over its guards in accordance with law, ordinances and pertinent government rules and regulations, as well as, the rules and policies laid-down by the COMPANY on the matter. The COMPANY however may, from time to time, give instructions to the guards for proper safeguarding of COMPANY's installations, offices, machineries, vehicles, equipment, furniture, and such other properties found in the premises or compound of the COMPANY against theft, pilferage and other unlawful acts committed by its personnel or outsiders.

The COMPANY shall conduct a security testing/penetrating security, announced and unannounced, every quarter. Corresponding penalties/sanctions must be indicated if the security testing was successful or if there is/are failure in the security measures.

## **X**

### **LIABILITY TO GUARDS AND THIRD PARTIES**

The AGENCY is not an agent or employee of the COMPANY and the guards to be assigned by the AGENCY are in no sense employees of the latter as they are, for all intents and purposes, employees of the AGENCY. Accordingly, the AGENCY alone is responsible for compliance with laws, rules and regulations governing employer-employee relationship and payment of employees' wages, benefits and other remunerations including all other consequences of such relationship. The AGENCY shall submit to the COMPANY true copies of payrolls of the security guards and other proof of payment of their wages and other monetary benefits satisfactory to the COMPANY and under COA rules. The AGENCY undertakes to do so on a bi-monthly basis, and non-compliance therewith shall be a ground for disallowance of the payment of the bill for said billing period without need of notice.

Further, the COMPANY shall not be responsible for any and all claims for personal injury or death caused to any of the guards or to any third parties where such injury or death arises out of or in the course of guards' duties.

## **XI**

### **WARRANTY**

The AGENCY shall be responsible for any loss of, or damage to, any COMPANY property occurring or taking place during the tour of duty of the security guards of the AGENCY, and made known in writing to the AGENCY within forty-eight (48) hours from the time of discovery of the loss or damage, unless the AGENCY is able to prove that there was no full fault or negligence on the part of the AGENCY's security guard; provided, however, that such loss or damage is not attributable to the COMPANY. This stipulation does not apply in the following cases:

- a. if the loss or damage occurred in an enclosed room or compartment to which the security guard of the AGENCY has no access, except when doors/windows/locks/walls are broken or destroyed to gain entry; and
- b. if the property lost or damaged (being guarded) was kept in storage and has not been properly turned-over to the AGENCY.

The AGENCY shall not be liable for losses and/or damages due to fortuitous events or force majeure beyond the control of the security guards to prevent despite exercise of due diligence; provided that the same is reported to the COMPANY within twenty-four (24) hours from occurrence thereof so that the COMPANY can verify the same. For this purpose, fortuitous events or force majeure shall mean any of the following:

1. acts of war or the public enemy whether war be declared or not;
2. public disorders, insurrection, rebellion, sabotage or violent demonstrations;
3. fires, earthquakes, volcanic eruption or other destructive natural calamities; and
4. any other event which under Philippine law is defined as force majeure and/or fortuitous event.

## **XII**

### **PERFORMANCE SECURITY**

To guarantee the faithful performance of the AGENCY of its responsibilities and obligations under this Contract for Security Services, and the payment to the COMPANY for losses and/or damages suffered thereby, and such other liabilities that the AGENCY may have incurred during its tour of duty arising from unsatisfactory performance or non-performance under the Contract, the AGENCY shall post an annual performance security in favor of the COMPANY in the amount equivalent to five percent (5%) of the contract price.

## **XIII**

### **REPLACEMENT OF GUARDS**

The COMPANY may have a guard changed or replaced at any time whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest, as may be determined by the COMPANY. The judgement of the COMPANY on such matters shall be final and binding and should the AGENCY refuse, the former may consider the same as valid cause for the termination of this Contract.

## **XIV**

### **TERM OF CONTRACT / TERMINATION**

This Contract shall take effect starting \_\_\_\_\_ and shall remain in full force for a period of one (1) year from the said date renewable for another year according to the terms of the bidding conducted.

The COMPANY reserves the right to rescind, to terminate or abrogate this Contract with the AGENCY in any of the following instances:

- a. gross and willful negligence on the part of the AGENCY resulting to material and financial losses to the COMPANY, its employees and guests;
- b. if the AGENCY is found to have submitted a falsified license, as well as, other falsified documents and reports;
- c. when the AGENCY has been found to engage in activities that are dangerous to public safety and welfare or inimical to national security;
- d. notorious and incessant display or discourteous and rude manners by the AGENCY security guards resulting into conflicts with the COMPANY officials, employees or guests;
- e. when the AGENCY has been found to have substantially not fulfilled its part of the Contract; and
- f. if the AGENCY is found to be violating any of the provisions of Section 1 of the Rules and Regulations implementing Republic Act No. 5487 as amended.

Either party may terminate this Contract for legal cause at any time by written notice given to the other party not later than thirty (30) days prior to the intended date of termination.

## **XV**

### **AMENDMENT**



Except as expressly provided in the Contract, no modification of the terms and conditions or any of the provisions hereof shall be made except by a written instrument which shall be signed by both Parties hereto.

## XVI

### VENUE

In case of litigation arising from or in connection with this Contract, venue of action shall be EXCLUSIVELY instituted in the proper Court of Cagayan de Oro City.

IN WITNESS WHEREOF, the parties have signed this instrument this \_\_\_\_\_ in Cagayan de Oro City, Republic of the Philippines.

#### CAGAYAN DE ORO CITY WATER DISTRICT

COMPANY

Represented by:

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
AGENCY

Represented by:

\_\_\_\_\_  
Manager

Witnesses:

\_\_\_\_\_  
COWD Witness

\_\_\_\_\_  
Agency Witness



## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF CAGAYAN DE ORO) S.C.

BEFORE ME, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, at the City of Cagayan de Oro, personally appeared:

Name	CTC/Passport No.	Issued on	Issued at
_____	_____	_____	_____
_____	_____	_____	_____

known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, as well as that of the principals that they respectively represent.

I further certify that this instrument refers to a contract of Security Guard Services, consisting of ten (10) pages, including the page bearing this acknowledgment, duly signed by the Parties and their witnesses on each and every page thereof

WITNESS MY HAND AND SEAL.

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

**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, 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]*

**Affidavit of Undertaking Form**  
*[shall be attached with the OSS if bidder is a sole proprietorship]*

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REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

**AFFIDAVIT OF UNDERTAKING**

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

That I am the owner and sole proprietor of [Name of Bidder] with office address at [address of Bidder];

That I will attend for a bidding of the project under **PR No. 23-10-04-0143: 1 Lot One Year Contract of Security Guard Services for Cagayan de Oro City Water District;**

That I hereby certify that the said establishment is a SOLE PROPRIETORSHIP and undertake to comply all requirements needed on the said project thereof;

That I am executing this affidavit to attest to the truth of the foregoing facts and for whatever legal purpose it may serve;

IN WITNESS WHEREOF, I have hereunto affixed my signature this \_\_\_\_ day of [month] [year] at [place of execution].

[Insert Name of Affiant / Proprietor]

[Insert signatory's legal capacity]

Affiant

TIN No.

**[Jurat]**

*[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.:** *[23-10-04-0143: 1 Lot One Year Contract Security Guard Services for Cagayan de Oro City Water District]*

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

Date

The Bids and Awards Committee  
Cagayan de Oro City Water District  
Cagayan de Oro City

**MANPOWER REQUIREMENTS**

We commit to provide the following staff and personnel to undertake this project:  
(*Project Name*).

POSITION	NAME OF PERSONNEL	FUNCTION OR ROLE IN THE PROJECT	OTHER REMARKS

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Position

Date

The Bids and Awards Committee  
Cagayan de Oro City Water District  
Cagayan de Oro City

### **SCHEDULE OF DELIVERY**

This is to commit to deliver **(quantity, unit & item)** to Cagayan de Oro City Water District within required **Seven (7) Calendar days** from receipt of Notice to Proceed.



\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Position

***Note to the Bidder: Please use your own letterhead using the above format.***

Date

The Bids and Awards Committee

**STATEMENT OF ALL ITS ONGOING GOVERNMENT AND PRIVATE  
CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED,  
IF ANY, WHETHER SIMILAR OR NOT SIMILAR IN NATURE**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

a. Name of the Contract	b. Owner's Name and Address	c. Kinds of Goods	d. Date of Contract e. Contract Duration f. Date of Delivery	g. Amount of Contract h. Value of Outstanding Contract	i. Bidder's Role
			<b>TOTAL</b>		

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Position



**STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT  
(SLCC) SIMILAR TO THE CONTRACT TO BE BID**

Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_

a. Name of the Contract	b. Owner's Name and Address	c. Kinds of Goods	d. Date of Contract  e. Contract Duration  f. Date of Delivery	g. Amount of Completed Contract	h. Bidder's Role
			TOTAL		

- a) *SLCC must be equal or at least fifty percent (50%) of the ABC.*
- b) *Bidders can also submit at least two (2) similar contracts with an aggregate amount equivalent to fifty percent (50%) of the ABC but the largest of which must be twenty-five percent (25%) of the ABC.*

*For this purpose, similar contracts shall refer to **Security Guard Services**.*

Signature over Printed Name

Date \_\_\_\_\_

