



REPUBLIC OF THE PHILIPPINES
PUBLIC-PRIVATE PARTNERSHIP
CENTER

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Provision of Security Services for CY 2022

ITB 2021-06

**Sixth Edition
October 2020**

Preface

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

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

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

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

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

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

Table of Contents

| | |
|--|-----------|
| Glossary of Acronyms, Terms, and Abbreviations | 4 |
| Section I. Invitation to Bid..... | 7 |
| Section II. Instructions to Bidders..... | 10 |
| 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 | 12 |
| 9. Clarification and Amendment of Bidding Documents | 12 |
| 10. Documents comprising the Bid: Eligibility and Technical Components | 12 |
| 11. Documents comprising the Bid: Financial Component | 13 |
| 12. Bid Prices | 13 |
| 13. Bid and Payment Currencies | 14 |
| 14. Bid Security | 14 |
| 15. Sealing and Marking of Bids | 14 |
| 16. Deadline for Submission of Bids | 14 |
| 17. Opening and Preliminary Examination of Bids | 15 |
| 18. Domestic Preference | 15 |
| 19. Detailed Evaluation and Comparison of Bids | 15 |
| 20. Post-Qualification | 16 |
| 21. Signing of the Contract | 16 |
| Section III. Bid Data Sheet | 17 |
| Section IV. General Conditions of Contract | 20 |
| 1. Scope of Contract | 21 |
| 2. Advance Payment and Terms of Payment | 21 |
| 3. Performance Security | 21 |
| 4. Inspection and Tests | 21 |
| 5. Warranty | 22 |
| 6. Liability of the Supplier | 22 |
| Section V. Special Conditions of Contract | 23 |
| Section VI. Schedule of Requirements | 29 |
| Section VII. Technical Specifications | 32 |
| Section VIII. Checklist of Technical and Financial Documents | 49 |

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.



INVITATION TO BID FOR PROVISION OF SECURITY SERVICES FOR CY 2022

1. The *Public-Private Partnership Center of the Philippines (PPP Center)*, through the *National Expenditure Program (NEP)* intends to apply the sum of One Million Two Hundred Fifty Thousand Pesos (Php1,250,000.00) being the ABC to payments under the contract for *Provision of Security Services for CY 2022 (Procurement Project)/CN 2022-02*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *PPP Center* now invites bids for the above Procurement Project. Delivery of the Goods is from January to December 31, 2022. 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 restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *PPP Center* and inspect the Bidding Documents at the address given below from Mondays to Fridays from 8:00pm to 5:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 9, 2021* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.

Payment for the bidding documents can be made to the designated bank account of the PPP Center as provided below.

Name of Bank : Land Bank of the Philippines-EDSA-NIA Branch

Name of Account : Public-Private Partnership Center of the Philippines
Account No. : 1872103488

6. The *PPP Center* will hold a Pre-Bid Conference on **November 16, 2021 at 2:30 P.M.** at *PPP Board Room, 8th Floor, One Cyberpod Centris, EDSA cor Quezon Avenue, Brgy. Pinyahan, Quezon City* and/or through video conferencing or webcasting via [MS Teams](#), 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 **2:00 P.M. of November 29, 2021**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be at **3:00 P.M. of November 29, 2021** at the given address below and/or via [MS Teams](#) . Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *PPP Center* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

MILDRED A. CASTILLO
PBAC Secretariat Head
Public-Private Partnership Center of the Philippines
8th Floor, One Cyberpod Centris, EDSA cor. Quezon Avenue
Brgy. Pinyahan, Quezon City 1101
Email Address: procurement@ppp.gov.ph
Tel. No. (02) 8709-4146 local 7301
Fax No. (02) 8929-3971
12. You may visit the following websites:

For downloading of Bidding Documents: https://ppp.gov.ph/bid_announcements

November 8, 2021


MARIA THERESA L. LARANANG
Chairperson, Bids and Awards Committee

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, *Public-Private Partnership Center of the Philippines (PPP Center)* wishes to receive Bids for the *Provision of Security Services for CY 2022*, with identification number *CN 2022-02*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for in the amount of *One Million Two Hundred Fifty Thousand Pesos (Php1,250,000.00)*.

The source of funding is: NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 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.
- a. The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address PPP Board Room, 8th Floor One Cyberpod Centris, EDSA cor Quezon Avenue, Quezon City and/or through [MS Teams](#) 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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid *within 120 days upon bid submission*. 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

¹ 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.

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the

NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. 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.

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 | For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Provision of Security Services</i> b. completed within five (5) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>Not Applicable</i> |
| 12 | The price of the Goods shall be quoted DDP <i>Quezon City, Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration , or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than Php25,000.00 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php62,500.00 (5% of ABC), if bid security is in Surety Bond. |
| 15 | Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid. |
| 19.3 | <i>One (1) Lot Provision of Security Services for CY 2021</i> |
| 20.0 | Bidders may submit in advance the following post-qualification documents which shall be placed in the first envelope comprising the eligibility and technical documents. The post-qualification documents, however, will not be subjected to eligibility check during the opening of bids. <ol style="list-style-type: none"> 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); 2. DOLE Certificate of Registration; 3. Certificate of Registration with BIR, SSS, PAG-IBIG, PHILHEALTH; 4. Proof of previous six (6) month remittances to SSS, PAG-IBIG, and PHILHEALTH duly acknowledged and stamped "received" by said agencies OR certificate issued by those agencies in 2019 that the Contractor are not in arrears in the remittance of contributions due to the government; 5. Certification of completed contracts/satisfactory services rendered from at least three (3) contracts, one of which is issued by a government institution/agency, within the last five (5) years; |

| | |
|------|--|
| | <p>6. Certificate of pending/no pending labor standards violations/ case/s or Clearance issued by the National Labor Relations Commission (NLRC) and Department of Labor and Employment (DOLE). Certificate issued not earlier than January 01, 2021;</p> <p>7. Certificate of membership and good standing from the PNP Security Agency and Guards Supervision Division (PNP-SAGSD) and the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO);</p> <p>8. Bidder with lowest calculated bid shall present original copy of the following for verification:</p> <ul style="list-style-type: none"> a. SEC or DTI Certificate of Registration b. Mayor's Permit c. Valid Tax Clearance |
| 20.2 | <i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i> |
| 21.2 | <i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</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. 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>Delivery and Documents –</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>[indicate place of destination]</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>[indicate place of destination]</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 <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</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: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and |

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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

Spare Parts –

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

Select appropriate requirements and delete the rest.

- 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
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

| | |
|--|---|
| | <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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 Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> |
| | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> |

| | |
|-----|---|
| | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 2.2 | <p>The terms of payment comprising this contract shall be made on a bi-monthly basis in consideration of the works to be undertaken by the Service Provider, absences and tardiness of personnel shall be deducted from its billing on the labor cost with pro-rated based on the contracted rate. The payment shall be paid upon submission to and acceptance by PPP Center of the complete documents.</p> <p>The PPP Center shall prepare payment for each billing statements received payable to the Service Provider for the period and for payment for the remittances to SSS, State Insurance, Philhealth and Pag-IBIG Fund and respective agency fees and other due deductions.</p> <p>The Service Provider shall submit monthly notarized affidavit including proof of remittance that all contributions are remitted in favor of the personnel. The following documents are hereby required in processing of claims;</p> <p>A. Billing Period</p> <p style="padding-left: 40px;">Billing periods for each month shall be from 1-15 and 16-31.</p> <p>B. Submission of Billing</p> <p style="padding-left: 40px;">Billing statement shall be submitted within five (5) working days after each billing period.</p> |

| | |
|---|--|
| | <p>C. Payment of Claims</p> <p>Payment of services rendered shall be on a bi-monthly basis subject to the submission of the following by the Service Provider:</p> <ol style="list-style-type: none"> a. Original Billing Statement b. Summary and Bi-Monthly Attendance Report c. Bi-Monthly Certification of Satisfactory Services Rendered from the PPP Center d. Duly notarized affidavit that the Service Provider has complied with pertinent provisions of all applicable labor law/ legislations (monthly) e. Certified copy of bi-monthly payroll f. Photocopy of proof of payment for SSS, Philhealth, and PagIBIG contributions (Quarterly or Monthly whichever is applicable) with summary of payments per security personnel |
| 4 | <p>The Goods/Services as well as Equipment/Tools delivered to the PPP Center shall be inspected by the General Services Division at the 3rd Floor Parking Lot, One Cyberpod Centris, EDSA cor. Quezon Avenue, Brgy. Pinyahan, Quezon City. However, prior inspection and approval as to the acceptability of the Goods vis-a-vis its compliance with the technical specifications, and its order and condition, upon written or verbal notice to the authorized representative of the Service Provider.</p> <p>The Service Provider shall be responsible for the proper maintenance of all its equipment and tools. Non-working or defective equipment and damaged/missing tools must be immediately serviced and /or replaced. The Service Provider, at his own expense, shall be responsible for repair maintenance, and operation of all equipment.</p> |

Section VI. Schedule of Requirements

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

Schedule of Requirements

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

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|--------------------|--|---|--|---|
| 1 | Security Personnel to render twelve (12) hours security services to adequately guard and protect PPPCP's personnel and its properties located at 8th Floor office, 2 nd and 3 rd floor parking areas, One Cyberpod Centris, EDSA cor Quezon Avenue, Brgy. Pinayahan, Quezon City. | Dayshift -1 Nightshift-1 | 2 | Daily, including holidays |
| 2 | Security Personnel to render twelve (12) hours security services to adequately guard and protect PPPCP's personnel and its properties located at 8th Floor office, 2 nd and 3 rd floor parking areas, One Cyberpod Centris, EDSA cor Quezon Avenue, Brgy. Pinayahan, Quezon City. | Dayshift -1 | 1 | Mondays to Fridays |
| 2 | <p style="text-align: center;">A. SUPPORT EQUIPMENT, MATERIALS/SUPPLIES</p> <p>1. Basic Uniform (short-sleeved barong)</p> <p>2. 38 Calibre Firearms with ammos</p> <p>3. Handheld Radios</p> <p>4. Metal Detector</p> <p>5. Rechargeable Emergency Lights</p> <p>6. 12 Channel DVR with Monitor</p> <p>7. CCTV Camera (Dome Type)</p> | <p style="text-align: center;">2 unit</p> <p style="text-align: center;">2 units</p> <p style="text-align: center;">1 unit</p> <p style="text-align: center;">1 unit</p> <p style="text-align: center;">1 unit</p> <p style="text-align: center;">3 units</p> <p style="text-align: center;">1 unit</p> | <p style="text-align: center;">2</p> <p style="text-align: center;">2</p> <p style="text-align: center;">1</p> <p style="text-align: center;">1</p> <p style="text-align: center;">1</p> <p style="text-align: center;">3</p> <p style="text-align: center;">1</p> | <p style="text-align: center;">1st day of the Implementation of the Contract</p> |

| | | | | |
|---|--|--------------------------------------|------------------|--|
| | 8. Flash light 9. Medical Kit 10. First-aid kit 11. Police Whistle 12. Night Sticks | 1 unit 1 unit 1 unit 1 unit | 1 1 1 1 | |
| 3 | Personnel information sheet with complete attachments of all prospective security guards to be deployed in the PPP Center with the following documentary requirement: <ul style="list-style-type: none"> • NBI clearance • PNP clearance • Medical/Health certificate • Neuro- psychiatric evaluation test (within the last six (6) months) • Drug Test (within the last six (6) months) • Biodata and work experience • Valid Security Guard License issued by the PNP • Certificate of Pre-Licensing Training Course and other related trainings such as anti-terrorism, basic safety/fire prevention, first aid course, self defense, marksmanship course, emergency response, etc. | | | Within two (2) weeks before contract implementation |
| 4 | Billing Documents: <ul style="list-style-type: none"> g. Original Billing Statement h. Summary and Bi-Monthly Attendance Report i. Bi-Monthly Certification of Satisfactory Services Rendered (from the PPP Center) j. Duly notarized affidavit that the SERVICE PROVIDER has complied with pertinent provisions of all applicable labor law/ legislations (monthly) | | | Five (5) days after the preceding billing period (e.g. February 1-15, hence February 20) |

| | | | | |
|--|--|--|--|--|
| | <ul style="list-style-type: none"> k. Certified copy of bi-monthly payroll l. Photocopy of proof of payment for SSS, Philhealth, PAG-IBIG, and ECC contributions (Quarterly or Monthly whichever is applicable) with summary of payments per security guard. | | | |
|--|--|--|--|--|

CONFORME:

 Name of Company/Prospective Bidder

By:

 Printed Name and Signature of Authorized Representative

 Date

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

| Item | Specification | <p style="text-align: center;">Statement of Compliance</p> <p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p> |
|------|---|---|
| | Provision of three (3) security personnel and provide security services, to do the following: | |
| 1 | DEPLOYMENT: | |

| | | |
|---|---|--|
| | <p>a. To render twelve (12) hours security services daily, including holidays, to adequately guard and protect PPPCP's personnel and its properties located at 8th Floor office, 2nd and 3rd floor parking areas, One Cyberbod Centris, EDSA cor Quezon Avenue, Brgy. Pinyahan, Quezon City.</p> | |
| | <p>b. Report to their assigned posts in the prescribed area, complete uniform and in time to relieve the guards whose tours of duty are about to end. It is understood that before any guard is posted for duty, prior clearance and approval of PPPCP is required.</p> | |
| | <p>c. During the turnover of shifts, the guards of both shifts make a joint inspection of the premises to ensure an orderly transfer of responsibilities. No guard should vacate his post without a reliever</p> | |
| 2 | <p>EMERGENCY SITUATIONS</p> <p>The security guards shall report to the Incident Team Leader/Emergency Response Team and coordinate with the head of building security force (ETON), may be necessary for the protection of properties and equipment, personnel against bodily harm during emergencies such as outbreaks of fire, occurrence of earthquakes, typhoons, unexpected power failures resulting in total darkness, armed robbery, bomb threats and explosions, holdups, riots, kidnappings and similar occurrences at no extra cost to PPPCP.</p> <p>The security guards will have specific responsibilities in any emergency situation. Acting in a normal protective role, the security should have training on crowd control and essential duties during any serious emergency. While on patrol, the security guards must observe potential hazards, violation of policies, signs of unauthorized intrusion, etc. This role shall come into play both for the prevention of accidents and emergencies and for emergency response. The special</p> | |

| | | |
|--|---|--|
| | responsibilities that generally fall on the security group in emergency and disaster situations are as follows: | |
| | Control of access – this will include maintaining records of all persons entering or leaving the leased premises during periods of emergencies; | |
| | Traffic control – includes providing for unimpeded access of outside emergency units such as responding Fire Department or bomb squad units; provides information as to the location and type of emergency; and, in some circumstances, provide escort service; | |
| | Protection of property - physical security becomes even more essential when the facility is evacuated or confusion accompanies a major disaster; | |
| | Prevention of theft, pilferage, burglary, looting, sabotage and espionage | |
| | Direction and control of personnel in emergency situations; | |
| | Direction and control of evacuation procedures; | |
| | Assistance in terms of first aid, rescue and other emergency needs; | |
| | Protection of vital information, documents, records etc; | |
| | Control of hazardous areas, classified areas, high-value areas or property; | |
| | Establishing communication with outside agencies such as local law enforcement agencies, the Fire Department, hospitals and ambulance service, the Red Cross, etc; | |
| | Assistance to injured employees; | |
| | Guide employees and visitors to safety areas; | |
| | Crowd control; | |
| | Prevention of panic; | |
| | Fire fighting | |
| | Other special duties governed by local circumstances. | |

| | | |
|---|---|--|
| | The idea of this technical specification is more of a self-reliant action that could counteract any form of disaster in any given situation. In case of any emergency, the aforementioned guidelines MUST be observed by the security guards servicing the entire leased premises of the PPPCP. | |
| | NORMAL / REGULAR SITUATIONS | |
| 3 | POST :: LOBBY GUARD Controls access to the PPPCP leased premises at the 8 th floor by maintaining a visitor's logbook. Such record includes the names and signatures of visitors, the person to be visited and the purpose of the visit. The following must be strictly enforced by the guards on duty: | |
| | "No I.D., No Entry" policy; | |
| | Issuance of Visitor's Pass and Slip, for proper identification of all visitors/guests; | |
| | Inspection of all bags, packages, attaché cases and similar carry-alls being brought in or out of the building by PPPCP personnel during localized crises such as bomb threats, coup d'état, etc. | |
| | Monitoring of personnel movements allowing PPPCP personnel free access to go to any part of the leased premises during office hours. Beyond office hours, no employee, unless authorized to render overtime service, may be allowed to enter or stay within the building or its premises. Employees authorized to render overtime service shall be limited to their respective work areas unless otherwise indicated in their overtime authority. A copy of the authorization should be forwarded to the security guards on duty at the lobby at least two (2) hours before the start of overtime service for weekdays, and on the day before for OT service on weekends and public holidays. | |
| | Enforcement of the ban on entry of lethal weapons inside office premises by requiring the deposit of firearms and other deadly | |

| | | |
|---|--|--|
| | weapons of visitors with the guard on duty with the corresponding permit to carry. A receipt shall be issued by the guard. A registry of firearms deposited and/or returned is maintained by the lobby guard. Such registry shall include information as the type/caliber and make of firearms, serial numbers, licenses, authority to carry, date/time deposited/returned, name of owner, and name and signature of the security officer on duty. | |
| | Issuance of room keys only to authorized personnel. | |
| | Direct visitors/guards to their respective destinations. | |
| | Enforcement of the use of Gate Pass to ensure that equipment to be brought out of the building for official use or repairs shall be covered by a duly approved Gate Pass. No employee may bring out any property unless it is for official business. | |
| | Scans the area/routes continually and makes eye contact. Must be on the alert for persons who may be carrying firearms and explosives. | |
| | Conduct investigations to all reported incidents at PPPCP, coordinate with the nearest police station for the thorough investigation and submit report to the General Services Division/Administrative Service. | |
| 4 | POST :: PARKING AND ROVING GUARD | |
| | Record the entry and exit of PPPCP vehicles to and from the designated parking area/s of the building located at the 2 nd and 3 rd floor of One Cyberpod Centris, EDSA cor. Quezon Ave., Brgy. Pinyahan, Quezon City. | |
| | Inspect, record and update the vehicle's odometer reading upon parking. | |
| | Monitor movement of vehicles. Ensure the use of vehicle is authorized by a duly approved Trip Ticket before every dispatch. "No approved trip ticket, no travel" policy. Take note of the physical condition of the vehicle before it leaves the compound. Record the names of the driver of the vehicle and the passengers. Report any damages that may be seen on the vehicle and other irregularities, to the General Services Division (GSD). | |

| | | |
|---|---|--|
| | Inspect and monitor movement of equipment/supplies going out/returning to the premises, ensuring that these have duly approved Gate-Passes. Maintains a logbook of Gate Passes validating size, color, serial numbers, and other such relevant descriptions as needed as well as the date and time these equipment were brought out/returned and the condition of the equipment as they leave the compound and when they were returned. | |
| | Maintain registry of movement of PPPC vehicles and submit weekly vehicle inspection report to the GSD Chief. | |
| | Assist the lobby guard in controlling access of personnel and visitors to the leased premises, when no dispatching of vehicles is being done. | |
| | Conducts periodic check/roving functions (every two hours) of the security conditions in designated floors and neutralizes security hazards. | |
| | Determines whether the door to records, supply, data center and PABX rooms and other secured rooms are locked | |
| | Makes sure that the fire exits are open and not obstructed immediately before office hours and closed after office hours. | |
| | Makes sure that all appliances/equipment/lights are unplugged/turned off and faucets closed after office hours. | |
| | Monitors unusual conditions and renders a written report thereof. Coordinates with the driver with regards to call signs/signals in cases of crisis situations that may arise. | |
| | Ensures regular disinfection of all PPPCP vehicles. | |
| 5 | STANDARD OPERATING PROCEDURES | |
| | A. PERSONNEL AND VISITOR | |

| | | |
|---|---|--|
| | <p>All PPPCP personnel, visitors/guests, students, interns and personnel of contracted services (janitorial & allied and security) are required to wear their Identification Cards (IDs) upon entering and while inside the building. Similarly, the policy of “No ID, No Entry” shall be implemented in the PPPCP premises.</p> <p>B. CONTRACTED SERVICES</p> <p>a. Personnel of contracted services such as security and janitorial and allied agencies as well as those authorized to repair any building facilities or structures must register with the security guard on duty at the Lobby. They shall not be allowed access to any part of the leased premises when no authority has been issued.</p> | |
| | <p>b. The security guard on duty conducts body and bag inspection of the contracted services personnel before they are allowed to enter the premises and after they have transacted/accomplished their business. These inspection are recorded by the security guard on duty in a logbook which is submitted weekly to the General Services Division.</p> | |
| 5 | <p>TERMS AND CONDITIONS</p> <p>The contractor shall have the necessary experience and expertise in providing security services to the PPPCP. The contractor shall solely undertake the services and shall not subcontract the said services. PPPCP has the right to rescind, terminate or abrogate its contract with the security services agency in any of the following instances:</p> | |
| | <p>a. Gross and willful negligence on the part of the contracted agency resulting in material and financial losses to PPPCP;</p> | |

| | | |
|--|---|--|
| | b. Falsification of licenses, reports and other documents submitted; | |
| | c. Engagement/involvement in activities that are dangerous to public safety and welfare or inimical to national security; | |
| | d. Violation of any of the provisions of Section R.A. 5487 as amended by PD 1919; and, | |
| | e. Failure by the contracted agency to maintain satisfactory level of performance during the term of the contract. | |
| | f. The contractor assumes responsibility for compliance with the requirements of the New Labor Code, the Social Security Services Act and other laws pertaining to employer-employee relationship. These should be supported by documenting evidence, i.e., receipts of payments made to SSS, Philhealth and other evidence to show compliance with the new Labor Code. | |
| | g. The agency shall provide immediate replacement guard in order not to prejudice the interests of its client in case of suspension of one or any of the contracted security guards. Provided, that the services of the substituted guard shall be good only during the period of such suspension. | |
| | h. Maintain at least a satisfactory level of performance throughout the term of the contract based on the following set of criteria: <ul style="list-style-type: none"> • Quality of Service Delivered • Time Management • Management and Suitability of Personnel • Contract Administration and Management • Provision of Regular Progress Report | |
| | Confidentiality of Data | |

| | | |
|---|--|--|
| 6 | <p>All deployed security guards at the PPP Center premises will be required to sign a Non-Disclosure Agreement (NDA). As Personal Information Processor, security guards must undertake to do the following:</p> <p>Ensure compliance to the Data Privacy Act.</p> <ol style="list-style-type: none"> 1. Keep confidential and not disclose to any party unless necessary pursuant to the PPP Center’s mandate, or otherwise required by law, and always on a strictly need-to-know basis only, all confidential, privileged, and proprietary information contained in any communication or submission received or may come to their knowledge, possession, or generated in the course of their engagement by the Public-Private Partnership (PPP) Center; 2. promptly inform PPP Center of any breach of confidentiality, unauthorized disclosure, misappropriation, or misuse by any person of any confidential information, or the loss or theft of documents related to any confidential information, or of any unauthorized attempt to obtain, disclose, or misuse such information or documents, immediately upon knowledge of the same. 3. All information, data and documents concerning the business and affairs of the PPPCP which are classified as confidential shall be treated with extreme confidentiality by the Service Provider, Officers/Guards; and shall not be communicated or disclosed to any person or entity without prior written clearance from the Public-Private Partnership (PPP) Center. 4. In the event that the Service Provider fails to comply with this | |
|---|--|--|

| | | |
|---|--|--|
| | Confidentiality Clause, the PPPCP shall have the option to apply the pertinent provisions of R.A. No. 5487 and R.A. No. 101723 (Data Privacy Act of 2012). | |
| 7 | <p><u>Incompetent Agencies/Company Guard Force.</u></p> <p>A persistently high rate of delinquency of guards in the contracted security services/agency with respect to rules and regulations, Orders, Memoranda emanating from the ED, DED or their authorized representatives shall indicate incompetence of that agency/guard force and shall be a ground for revocation/cancellation of the contract.</p> <p>The following shall constitute acts of incompetence such as, but not limited to:</p> | |
| | a. Those related to compliance in the wearing of uniforms; | |
| | b. Late or failure to maintain and/or submit records/reports; | |
| | c. All acts prejudicial to good conduct and behavior and others similar to the foregoing pursuant to existing laws, rules and regulations; | |
| | d. Use of profane language; indecency | |
| | e. Exercising the profession of security guard without first being duly licensed/ Posting of unlicensed guards | |
| | f. Violations/offenses found during the inspection of guards shall be reported to the management of the contracted security services through the GSD; | |
| | g. Discourtesy and conduct unbecoming a security guard resulting in conflict with government employees/agency or guests in the agency assigned; | |
| | h. Carrying personally-owned unlicensed firearms or other deadly weapons whether on duty or not; | |

| | | |
|---|--|--|
| | i. Failure to notify/call the nearest Philippine National Police (PNP) Station in case of disorders, riots or strikes | |
| | j. Taking alcoholic beverages, smoking while on duty; | |
| | k. Use and/or employment of security guards for purposes of committing threats, intimidation, coercion or another crime/offense, including show of force; | |
| | l. Issuing to guards unlicensed firearms; | |
| | m. Tampering of records, manipulating CCTV footage recording and providing erroneous information; and | |
| | n. Failure to render security services as stipulated in the duties and responsibilities | |
| 8 | <p>A. MANPOWER COMPLEMENT</p> <p>a) Qualification</p> <ul style="list-style-type: none"> • Filipino Citizen • Completed at least 72 units in College Education • At least five (5) years work experience as security guard • Good knowledge in preparation of incident report • Good moral character and reputation, courteous, honest, alert and without any criminal or police record • Physically and mentally fit • Not less than 21 years of age • Undergone pre-licensing training course and other related trainings such as anti-terrorism, basic safety/fire prevention, first aid course, self defense, marksmanship course, etc. | |
| | <p>Documentary requirement</p> <ul style="list-style-type: none"> • NBI clearance • PNP clearance • Medical/Health certificate | |

| | | |
|---|--|--|
| | <ul style="list-style-type: none"> • Neuro-psychiatric evaluation test (within the last six (6) months) • Biodata and work experience • Valid Security Guard License issued by the PNP • Certificate of Pre-Licensing Training Course and other related trainings such as anti-terrorism, basic safety/fire prevention, first aid course, self defense, marksmanship course, etc. | |
| | <p>B. SUPPORT EQUIPMENT/MATERIALS/SUPPLIES</p> | |
| | 1. Basic Uniform (short sleeve barong) | |
| | 2. 2 units Firearms .38 calibre with ammos | |
| | 3. 2 units handheld communication radio | |
| | 4. 1 unit Metal Detector | |
| | 5. 1 unit Rechargeable Emergency Lights | |
| | 6. 1 unit 12 Channel DVR with Monitor | |
| | 7. 3 units CCTV Camera | |
| | 8. Flash lights- one for each guard | |
| | 9. 1 unit Medical Kit | |
| | 10. 1 unit First-aid kit | |
| | 11. Police Whistles - one for each guard | |
| | 12. Night Sticks - one for each guard | |
| | <p>Firearms are to be carried by the security guard only during his tour of duty while in proper uniform and within the PPPCP premises except when he is providing escort duty in the transit of cash in/out of the premises. However, when there are official requests by the PPPCP officials for adequate protection of its officials, the security guard may be allowed to bring his issued firearms outside the PPPCP premises under a special permit from the Chief of PNP.</p> | |
| | TECHNICAL PARAMETERS | |
| 1 | <p>Stability</p> <p>1) Years of Experience</p> | |

| | | |
|---|--|--|
| | <ul style="list-style-type: none"> a. Licensed to Operate as Security Agency from the Philippine National Police b. Engaged in the security business for at least five (5) years c. Certification of completed contracts/satisfactory services rendered from at least three (3) contracts, one of which is issued by a government institution/agency, within the last five (5) years d. Certificate of pending / no pending labor standards violations/ case/s or Clearance issued by the National Labor Relations Commission (NLRC) and Department of Labor and Employment (DOLE). Certificate issued not earlier than January 01, 2019. e. Certificate of membership and good standing from the PNP Security Agency and Guards Supervision Division (PNP-SAGSD) and the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) <p>2) Liquidity of the Contractor</p> <p>The Agency shall submit its Audited Financial Statements for the last 2 years, 2019-2020. The agency should have a Current Ratio (Current Assets/Current Liabilities) of 2:1</p> <p>3) Organizational Set-up</p> <ul style="list-style-type: none"> a. The Agency shall submit their current organizational set up b. Organizational capacity of the agency shall be based on its compliance with Appendix “A” (Organizational Structure of Private Security Agencies) of RA 5487 | |
| 2 | Resources | |

| | | |
|---|--|--|
| | <p>The Agency must submit list of the following:</p> <ul style="list-style-type: none"> a. Resources - No. of Licensed Firearms b. No. and Kind of Communication Devices including individual radio license issued by National Telecommunication Commission (NTC) for all handheld units to be deployed at PPP Center. c. No. and Kind of Motor Powered Vehicles d. No. of Licensed Guards e. No. and Kind of Equipment and Supplies as specified in Schedule VI. Schedule of Requirements | |
| 3 | <p>Security, Disaster and Emergency Response Management Plan (the Plan)</p> <p>The Plan shall provide safety, precautionary and/or preventive and remedial measures specifying the approach and methodology based on:</p> <ul style="list-style-type: none"> 1. General Security Guidelines for the PPP Center Officials, Employees, Guests, Physical Resources 2. Disaster and Emergency Response Management (contingency plan for all risk such as fire, earthquake, theft, pilferage and burglary, hostage situation, and bomb threat, among others). <p>The Plan shall be subject to further review by PPP Center after the bidding. Should there be revisions, it shall be immediately returned to the winning agency for finalization. The revised Plan must be submitted within ten (10) calendar days from receipt of the Notice of Award for approval.</p> | |
| 4 | <p>Other Factors</p> <ul style="list-style-type: none"> a) Recruitment and Selection Criteria | |

| | | |
|--|--|--|
| | <p>The Agency shall certify that the security personnel to be deployed at PPP Center have the following qualifications:</p> <ul style="list-style-type: none"> • Filipino Citizen • Completed at least 72 units in College Education • At least five (5) years work experience as security guard • Good knowledge in preparation of incident report • Good moral character and reputation, courteous, honest, alert and without any criminal or police record • Physically and mentally fit • Not less than 21 years of age • Undergone pre-licensing training course and other related trainings such as anti-terrorism, basic safety, fire prevention, first aid, self-defense, etc. | |
| | <p>b) Completeness of Uniforms and Other Paraphernalia</p> <p>The Service Provider shall ensure that personnel deployed at PPP Center always wear complete uniform and paraphernalia as prescribed under RA No. 5487 and its IRR</p> | |

Section VIII. Forms

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : 2022-02

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

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

If our Bid is accepted, we undertake:

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

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

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

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

| | | |
|--|--|--|
| | | |
| | | |

(if none, state "None")]

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

We understand that you are not bound to accept the Lowest 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: _____

PRICE SCHEDULE FORM

For the Provision of Security Services of the Public-Private Partnership Center
Period: January 1 to December 31, 2022

| Particulars | Security on Day Shift 6 a.m. to 6 p.m. 7 days | Security on Night Shift 6 p.m. to 6 a.m. 7 days | Security for Parking and Roving 8 a.m. to 5 p.m. Mondays through Fridays, except non- working days |
|--|---|--|---|
| Basic Daily Wage (DW) | 537.00 | 537.00 | 537.00 |
| COLA | already integrated in the DW per Wage Order No. 22-2018 | | |
| No. of Days/year (DOLE D.O. No 15-2016) | 393.50 | 393.50 | 261.00 |
| Average Monthly Rate (DW x no. of days per year/12) | 17,609.13 | 17,609.13 | 11,679.75 |
| Overtime Pay | 11,169.26 | 11,169.26 | 6,880.31 |
| Night Shift Differential (Average Pay/month x 10%) | - | 1,762.26 | - |
| 13 th Month Pay (DW x 365 or 261/12/12) | 1,361.15 | 1,361.15 | 1,361.15 |
| 5 Days Incentive Pay (DW x 5/12) | 223.75 | 223.75 | 223.75 |
| Uniform Allowance per RA 5487 | 100.00 | 100.00 | 100.00 |
| Total Amount to Guard | 30,463.28 | 32,225.54 | 20, 244.96 |
| Amount to Government in Favor of Guard | | | |
| Retirement Benefit per RA 7641 (DW x 22.5/12) | 1,006.88 | 1,006.88 | 1,006.88 |
| SSS Premium | 1,700.00 | 1,700.00 | 1,700.00 |
| Mandatory Provident Fund | 425.00 | 425.00 | |
| Philhealth (Average Monthly Rate x 2.75%/2) | 352.18 | 352.18 | 233.60 |
| Employees Compensation Contribution (ECC) | 30.00 | 30.00 | 30.00 |
| PAG-IBIG Fund | 100.00 | 100.00 | 100.00 |
| Total Amount Directly to Government in Favor of Guard | 3,614.06 | 3,614.06 | 3,070.47 |
| | 34,077.34 | 35,839.60 | 23,315.43 |
| Agency Fee (%) | - | - | - |
| VAT (Agency Fee x 12%) | - | - | - |
| Monthly Rate | - | - | - |
| No. of Security Guard | 1 | 1 | 1 |
| Total Amount Per Guard x 12 months | - | - | - |

Total Bid Amount in Words: _____

Total Amount in Figures: _____

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

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]

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

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

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (l) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

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

Class "B" Documents

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

Other Technical Documents

- (o) Valid License to Operate as Security Agency from the Philippine National Police (PNP);
- (p) Current certification of an updated copy of company profile, list of key officials, incorporators or stockholders;
- (q) List of officers and their corresponding curriculum vitae;
- (r) Certification as to the latest inventory of Licensed Firearms, Communication Devices, and Radios under licensed by the National Telecommunication Communication which adheres to the requirements of the PPP Center (see Section VI. Schedule of Requirements);
- (s) Certification as to the number of licensed guards;
- (t) Security, Disaster and Emergency Response Management Plan (the Plan);
- (u) Company policy on Recruitment and Selection Criteria;
- (v) Certification as to Completeness of Uniforms and Other Paraphernalia.

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

