

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Provision of Security Services for the Philippine Competition Commission for C.Y. 2021

Government of the Republic of the Philippines

Invitation to Bid No. 2021-EPA-0001

November 2020

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Provision of Security Services for the Philippine Competition Commission for C.Y. 2021

1. The *Philippine Competition Commission (PCC)*, through the *FY 2021 Budget pursuant to Section 19 of the General Provision of the National Expenditure Program* intends to apply the sum of **One Million Two Hundred Ten Thousand Pesos (PhP1,210,000.00)** being the ABC to payments under the contract for *Provision of Security Service for the Philippine Competition Commission for C.Y. 2021 with identification number IB 2021-EPA-0001*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *PCC* now invites bids for the above Procurement Project. Delivery of the Goods and Services is required by *the start of succeeding year (01 January 2021) and upon approval of the 2021 General Appropriations Act (GAA)*. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract with a government agency 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 *PCC* and inspect the Bidding Documents at the address given below during ***working hours from 8:00AM to 5:00PM***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***10 November 2020*** from the given address and website 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 ***Two Thousand Hundred Pesos (PhP2,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *which may be presented in person or through electronic means*.
6. The *PCC* will hold a Pre-Bid Conference on ***18 November 2020, 1:30PM*** at ***25/F Vertis North Corporate Center I, North Avenue, Quezon City*** and/or through video conferencing or webcasting *via Microsoft 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 **30 November 2020, 5:00PM**. 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 on **2 December 2020, 1:30PM** at the given address below and/or via **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *PCC* 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:

**The Secretariat
Bids and Awards Committee
Philippine Competition Commission**
25/F Vertis North Corporate Center I
North Avenue, Quezon City 1105
Telephone No.: (02) 8771-9722 local 204
E-mail: procurement@phcc.gov.ph or bac@phcc.gov.ph
Website: <https://www.phcc.gov.ph/>


12. You may visit the following websites:

For downloading of Bidding Documents:
<https://www.phcc.gov.ph/procurement/request-for-quotation-expression-of-interest-invitation-to-bid/>

06 November 2020



ATTY. JOSEPH MELVIN B. BASAS
Chairperson
PCC Bids and Awards Committee



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PCC wishes to receive Bids for the *Procurement of Management Services for Voice-over Internet Protocol Telecommunication System for the Philippine Competition Commission* with identification number *IB 2021-EPA-0007*.

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 *FY 2021* in the amount of *One Million Two Hundred Ten Thousand Pesos (PhP1,210,000.00)*.

2.2. 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 exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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 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.

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 **25/F Vertis North Corporate Center I, North Avenue, Quezon City** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) 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/Terms of Reference)**.

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 *one hundred twenty (120) calendar days* after opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

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/Terms of Reference)**, although the ABCs of these lots or items

are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;"><i>a. Security Service, Security Services, Security Agency</i></p> <p style="margin-left: 40px;">b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
12	No further instructions.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <i>Twenty-Four Thousand Two Hundred Pesos (PhP24,200.00)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <i>Sixty Thousand Five Hundred Pesos (PhP60,500.00)</i> if bid security is in Surety Bond.</p>
19.3	<p>The ABC of this project is:</p> <p><i>One Million Two Hundred Ten Thousand Pesos (PhP1,210,000.00)</i></p>
20.2	<p><i>The bidder with the lowest calculated bid shall be required to include in the documents for Post-Qualification the following:</i></p> <ol style="list-style-type: none"> 1. Compliance Certificate/Clearance issued by the <u>Department of Labor and Employment (DOLE)</u> and <u>National Labor Relations Commission (NLRC)</u> Certificate, stating that it is duly registered as a legitimate contractor/service provider. 2. Proof of paid remittances from <u>PAGIBIG, SSS and PhilHealth</u> or certifications/clearances for the period January to June 2020 issued by the said offices. 3. License or certification or proof of membership issued by <u>Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO)</u> or any other association duly recognized by the <u>Philippine National Police-Civil Security Group-Supervisory Office on Security and Investigation Agencies (PNP-CSG-SOSIA)</u> and licensed to operate by the latter. 4. List of at least one hundred (100) security guards deployed per year from 2017 to 2020. 5. <u>Undertaking</u> to pay their security guards and other private security personnel the prescribed benefits pursuant to applicable laws, rules and regulations.

21.2	The service provider shall submit together with the required Performance Security upon issuance of Notice to Proceed the <u>Security Plan</u> as specified in Section V.2 of the Terms of Reference.
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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications/Terms of Reference)** 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

Special Conditions of Contract

GCC Clause	
1	<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>The delivery terms applicable to this Contract are delivered to the Project Site. 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:</p> <p><i>MR. JESON Q. DE LA TORRE</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
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p>

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

- 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 *six (6) months*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *one (1) month* of placing the order.

Packaging –

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

	Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>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>

	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.
2.2	No further instructions.
4	<i>Please refer to Terms of Reference.</i>

Section VI. Schedule of Requirements

Please refer to Section II.C.1 of the
Terms of Reference

***Section VII. Technical Specifications /
Terms of Reference***

TERMS OF REFERENCE

Project Title: Provision of Security Services for the Philippine Competition Commission for CY 2021

Contract Duration: January to December 2021

I. RATIONALE

The Philippine Competition Commission (“PCC”) was created by virtue of Republic Act No. 10667, otherwise known as the Philippine Competition Act, as an independent quasi-judicial body mandated to promote and maintain market competition by regulating anti-competitive agreements, abuse of dominant position, and anti-competitive mergers and acquisitions.

Considering that the safety and protection of the PCC officials, employees, visitors, and guests is essential to meet the PCC’s operational and administrative requirements, as well as delivery of services to the public, a Service Contractor shall be engaged to carry out the PCC’s need for Security Services.

II. APPROVED BUDGET FOR THE CONTRACT, STAFF COMPLEMENT, AND CONTRACT DURATION AND CONDITIONS

A. Approved Budget for the Contract

The total Approved Budget for the Contract (“ABC”) for this project is **One Million Two Hundred Ten Thousand Pesos (PhP1,210,000.00)**, inclusive of all applicable taxes and fees, including administrative fee of not less than 20% but not more than 25% and other mandatory contributions due to concerned government agencies.

B. Staff Complement

Staff complement shall be comprised of two (2) security guards who shall have a shifting schedule of twelve (12) hours a day from Mondays to Sundays, to be deployed at the entrance of the PCC premises located at the 25th Floor Vertis North Corporate Center 1, North Avenue, Mindanao, Quezon City.

C. Contract Duration and Conditions.

1. Contract Duration

The contract for security services (“Contract”) shall be for a period of twelve (12) months from **January 1, 2021** to **December 31, 2021** and is extendible on a month to month basis while PCC is procuring for new contract for the same services. The

security agency (“Service Provider”), upon assumption of its duty, shall be subject to performance evaluation which shall be the basis for retention of its services.

2. Conditions of the Contract

The following are the conditions to be complied with by the Service Provider:

- a. The Service Provider shall comply with the Labor Code including but not limited to provisions requiring that wages shall be paid at least twice a month. Within five (5) working days from the scheduled date of payment, the Security Agency shall submit to the PCC proof of payment and/or remittances of the following:
 - Wages and overtime fees.
 - 13th month pay of their deployed employees.
 - Remittances to SSS, Pag-IBIG, PhilHealth and BIR.

The PCC shall in no case be liable for any interest penalty or for any delayed payments of the remittances to SSS, Pag-IBIG, PhilHealth and BIR.

- b. The Service Provider shall submit to the PCC its Compliance Certificate/Clearance from the DOLE and NLRC Certificate, stating that it is duly registered as a legitimate contractor.
- c. The Service Provider shall require the designated security guards to always be neat and in proper uniform.
- d. The Service Provider shall make available at all times trained and qualified relievers and/or replacements to ensure continuous and uninterrupted service in case of absences of the assigned guard for whatever reason; provided, however, that no security guard shall serve for more than twelve (12) hours of duty per day except in case of emergency. Furthermore, in case of replacement, the name of the guard/s to be replaced shall be indicated in the Duty Detail Order and shall be presented, together with the Recall Order issued to the security guard who will be replaced, to the duly authorized representative of the PCC. In no case shall a security guard assume his post without presenting his Duty Detail Order and Recall Order to the authorized PCC representative.
- e. The PCC has the right to demand from the Service Provider the immediate relief of security guards who are deemed undesirable or incompetent without the benefit of formal investigation or explanation. The PCC shall then give a request for replacement to the Security Agency, which in turn, shall have twenty-four (24) hours from receipt if such request to provide a replacement. In all instances, the replacement should be acceptable to the PCC.
- f. The PCC has the right to reject any output or any task which fails to meet the minimum standards that may be agreed upon by the PCC and the Security Agency. In such instances, the Security Agency shall make the necessary

corrections or alterations to the output or task to meet the minimum standards agreed on.

- g. The Service Provider shall provide full coverage of medical and risk insurance to the security guards to be deployed to the PCC, at its own expense.
- h. The Service Provider shall equip the security guards assigned to the PCC with security equipment and supplies such as but not limited to hereunder items which may be necessary for the effective performance of the Security Guards' duties and functions, including security enforcement and maintenance of peace and order:
 - 1. Baton or nightstick
 - 2. Flashlight
 - 3. First aid kit
 - 4. Uniform of security guards on duty including boots
 - 5. Digital camera
 - 6. Office supplies
 - 7. Personal Protective Equipment
- i. The Service Provider shall provide cellular phones with monthly load/credits to the guard on duty. The cellular phones shall ensure continuity of communication between the security guard and PCC's representative in case problems should arise in existing communications systems.
- j. All bid prices for the twelve (12) months duration shall be fixed and shall not be adjusted during contract implementation, except in the following instances:
 - Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding.
 - Increase in taxes.
 - Increase in monthly contributions such as Philippine Health Insurance (PhilHealth), Home Development Mutual Fund (PagIBIG), Social Security Services (SSS) and others authorized by the Government of the Philippines.
 - If during the term of the contract the PCC sees the need to add or reduce the number of security guards, the resulting cost of the said addition or reduction, shall in no case exceed the ABC for the relevant year.
- k. The Service Provider shall be responsible and liable for the cost of any loss, damage, or injury that may be suffered by the PCC, its officers or employees when such loss, damage or injury is due to the fault or negligence of the Security Agency or its security guards, provided that such loss, damage, or injury is made known to the Security Agency within twenty-four (24) hours of its occurrence or discovery. This provision shall include any loss, damage or injury to property belonging to PCC or any of its officers or employees.
- l. The Service Provider shall issue a Duty Detail Order for security guards to be assigned to the PCC, including relievers and replacements. The Duty Detail

Order shall be presented by the security guard to the duly authorized representative of the PCC upon assumption of duty.

- m. The security guards to be dispatched shall be subjected to the screening, evaluation and approval of PCC.
- n. The Service Provider shall ensure that the security guards to be dispatched shall have proper and complete training on emergency response procedures.
- o. The Security Agency shall be responsible in coordinating with the building Administration of the Vertis North Tower 1 for security concerns
- p. In addition to the foregoing, the bidder must accomplish and submit the attached revised **Price Schedule Form** indicating therein the breakdown of the items in its Bid Form.

III. SCOPE OF SERVICES

The prospective bidders shall provide security services for the PCC and shall undertake the following functions and responsibilities:

1. Secure and protect the PCC properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person as well as maintain peace and order within the PCC premises.
2. Secure and protect the PCC officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts and to enforce and implement security and safety rules and regulations within the PCC premises.
3. Conduct inspection of all bags and baggage carried by people coming in and out of the PCC premises.
4. Prepare and submit daily Activity and Situation Report to cover all activities and incidents related to the implementation of security operations for the areas of responsibility as well as any untoward incidents that transpired during the day.
5. Properly and carefully screen all visitors who wish to enter the PCC premises and instruct them to log in and out of the Visitor's logbook.
6. Prohibit unauthorized person, e.g., vendors, solicitors and vagrants, from entering and loitering within the PCC premises.
7. Screen all incoming mails and parcels.
8. Record the comings and goings of all the PCC officials and employees.

9. Log all deliveries.
10. Ensure all materials, machines and equipment taken in and out of the PCC have its proper gate pass from the PCC General Services Division.
11. Respond to all alarms and act appropriately/accordingly.
12. Turn off all unnecessary lights, fixtures and appliances after office hours.
13. Conduct roving inspections after office hours.
14. Strictly abide and implement all policies of the PCC.
15. Perform other duties that may be assigned from time to time.

IV. QUALIFICATIONS OF SECURITY GUARDS AND SECURITY AGENT

The following are the qualification of the Security Guards and Security Agent:

A. Qualifications of Security Guards

The bidder shall warrant that every security guard assigned to the PCC possess the following qualifications:

1. Must be a Filipino Citizen.
2. At least 2nd year college or should have earned at least 72 units in college and/or high school graduate with adequate knowledge in communicating in English language.
3. Should have at least three (3) years of relevant experience as a security guard or its equivalent.
4. Must be physically and mentally fit, at least 5'5" tall and be at least 21 years old and not more than 45 years old.
5. Must have passed and undergone regular security service training, psychological evaluation test, neuro-psychiatric examination and drug test. The security guard must submit results taken within the last 6 months.
6. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts.
7. Must be duly licensed and properly screened and cleared by PNP, NBI and other government offices issuing clearances for employment (*submit certificate/clearance*).

8. Must have relevant training on emergency response (submit a certificate of attendance / participation)
9. Capable of assimilating written and/or oral instructions in English and Filipino and can render intelligible reports.
10. Must be in proper uniform and maintain good grooming preferably military haircut.

B. Qualifications of Security Agency

The bidder must:

1. Be a member of PADPAO or any other association duly recognized by the PNP-CSG-SOSIA and licensed to operate by the latter.
2. Have been engaged in the business for at least five (5) years.
3. Have at least one (1) completed similar contract with a government agency within *three (3) years* prior to the deadline of submission and opening of bids.
4. Have at least one hundred (100) security guards deployed per year from 2017 to 2020.
5. Have a good reputation as attested by previous/current clients.

V. OTHER REQUIREMENTS

The bidder, as part of other requirements on the contract, shall also submit the following:

1. Proof of paid remittances from **PAGIBIG, SSS and PhilHealth** or certifications/clearances for the period January to June 2020 issued by the said offices.
2. Security Plan for the following (to be submitted by the winning bidder upon acceptance of Notice of Award):
 - a. Detailed measures and innovations to be undertaken to ensure that entry and exits of personnel and guests are monitored, loss of equipment and valuables are minimized, and threat to property, personnel and guests are secured.
 - b. For bomb threat, fire, robbery, hostage situation and natural calamities.
 - c. VIP protocol
3. Curriculum Vitae of security guards with the following information:
 - a. Resume/Bio Data with recent photo

- b. Diploma or school credentials.
 - c. Appropriate and relevant security training, licenses, and exams.
 - d. Previous work experiences.
4. Undertaking to pay their security guards and other private security personnel the prescribed benefits pursuant to applicable laws, rules and regulations.

VI. RESPONSIBILITIES OF PCC

The following shall be the responsibilities of the PCC:

- A. Shall grant the Security Agency's authorized representative/s limited access to the to the PCC's premises to allow the former to perform its duties and responsibilities; provided, however, that such representative/s is/are accompanied by assigned GSD personnel.
- B. Shall provide relevant documents needed by the Security Agency.
- C. Shall pay the winning bidder in accordance with the conditions set forth in Section VIII hereof.

VII. CONFIDENTIALITY CLAUSE

- A. All information, data and documents concerning the business and affairs of the PCC which are classified as confidential shall be treated with extreme secrecy by the Security Agency, Officers/Guards; and shall not be communicated or disclosed to any person or entity without prior written clearance from the PCC.
- B. In the event that the Security Agency fails to comply with this Confidentiality Clause, the PCC shall have the option to apply pertinent provisions of R.A. 5487 and other applicable charges without prejudice to the filing of criminal charges.
- C. In the event that the disclosure of confidential information and on documents is made by the Security Agency to any person or entity after the termination of this contract with the PCC, the latter shall have the right to seek redress and compensation through legal proceedings in a court of law.
- D. The PCC may require the Security Agency or any of its security guards to enter into a Non-disclosure Agreement that shall further specify the confidentiality obligations of the Security Agency or any of its security guards.

VIII. PAYMENT SCHEME

The PCC will pay the Security Agency within fifteen (15) calendar days upon receipt of the Statement of Account or Billing Statement of a given period, proof of remittances, Original Copy of the Daily Time Record and Certificate of Satisfactory Service Rendered issued by the PCC-Administrative Office.

IX. LIQUIDATED DAMAGES

In case of delay in the delivery of expected service, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the PCC shall rescind the contract, without prejudice to other courses of action and remedies open to it.

X. DISPUTE RESOLUTION

- A. Should there be any dispute related to the contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of the proceedings shall be in Quezon City.
- B. In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and
- C. Any amendment or additional terms and conditions must be in writing, signed and acknowledged by the Parties.

Approved by:


JESON Q. DE LA TORRE
Officer-In-Charge, Administrative Office *memo*

CONFORME:
_____ Bidder / Company / Service Provider
_____ Signature Over Printed Name of Authorized Representative
_____ Designation

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

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; **and**
- (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; **and**
- (i) Conformity with the Technical Specifications / Terms of Reference, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) 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**
- (l) 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

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

OR

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Section VIII. Bidding Forms

STATEMENT OF SIGNLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ **(Bidder)** _____ has completed the below-listed contract within three (3) years prior the deadline of submission and opening of bids.

Date of the Contract	Contracting Party	Name of Contract	Nature of Contract	Amount of Contract	Contract Duration	Issuance Date of Certification Satisfactory Service

Name and Signature of Authorized Representative

Date

*Notes:

- a) Cut-off date as of **DEADLINE OF SUBMISSION OF BIDS**.
- b) **“Name of Contract”**. Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. *Example: “Security Services, Security Service, Security Agency, etc.”*

STATEMENT OF ALL: (i) ONGOING CONTRACTS (GOVERNMENT AND PRIVATE) AND; (ii) AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that _____ (**Bidder**) _____ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Nature of Contract	Amount of Contract	Contract Duration	

_____ Name and Signature of Authorized Representative

_____ Date

*Instructions:

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of **DEADLINE OF SUBMISSION OF BIDS**.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) **“Name of Contract”**. Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. Example: “Security Service, Security Service, Security Agency, etc.”

BID FORM

Date : _____
Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods/Services]* 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.

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 of Authorized Representative: _____

Legal capacity: _____ Signature: _____

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

Date: _____

PRICE SCHEDULE FORM

COST DISTRIBUTION PER MONTH		
PARTICULARS	Monday to Sunday	
No. of Days per Year	7 days a week 12 hours work / day (7AM to 7PM)	
New Daily Wage in accordance with existing regulation (wage order)		
Schedule 1: Amount Paid Directly to Security Guards	Day Shift	Night Shift
1.1 Average pay per month = (DW x no. of days per year / 12)		
1.2 Night Differential Pay (Ave. Pay / month x 10%)		
1.3 13 th Month Pay (DW x 365/12/12)		
1.4 5 Days Incentive Leave Pay (DW x 5/12)		
1.5 Uniform Allowance (R.A. 5487)		
1.6 Overtime Pay		
SUB-TOTAL (Total Amount to Guard in PhP)		
Schedule 2: Amount Paid to Government		
2.1 Retirement Benefit (R.A. 7641) (DW x 22.5 /12)		
2.2 SSS Premium		
2.3 PhilHealth Contribution		
2.4 State Insurance Fund		
2.5 Pag-IBIG Fund (R.A. 7742)		
SUB-TOTAL (Total Amount Directly to Govt in Favor of Guard in PhP)		
TOTAL AMOUNT TO GUARD AND GOVERNMENT (in PhP)		
Schedule 3: Agency Fee		
3.1. Administrative and Overhead Margin (not less than 20% but not more than 25%)		
4.1 VAT RMC 39-2007 (Agency Fee x 12%)		
GRAND TOTAL PER GUARD		

SUMMARY OF BID				
		No. of Guards	Total Monthly Rate	Total Annual Security Service
Rate per Guard	Day Shift			
	Night Shift			
Grand Total Bid in Words and in Figure				
_____ _____ _____ _____			Php _____ -	

Submitted by: _____
 Signature over Printed Name of Authorized Representative

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

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

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

SUBSCRIBED AND SWORN to before me this _____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card]*

used], with his/her photograph and signature appearing thereon, with no. _____ issued on _____
at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No.

Page No.

Book No.

Series of _____

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/Service Provider”) 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.

For the Entity:

By

For the Supplier/Service Provider

By:

KENNETH V. TANATE, PhD

Executive Director and
Head of the Procuring Entity

Insert Name of Signatory

Insert Legal Capacity of the Signatory

Witnesses

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

ACKNOWLEDGMENT

Before me, a notary public for and in the City of _____, this _____, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
KENNETH V. TANATE	N02-97-337165 Driver's License	Quezon City

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of three (3) pages, including the page on which this Acknowledgment is written, but excluding Annexes, and they acknowledged to me that the same is their free and voluntary act and deed, as well as that of their respective principals.

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

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OMNIBUS SWORN STATEMENT

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. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PROCURING ENTITY notices may be transmitted.

Telephone No/s.	:	_____
Fax No/s.	:	_____
E-mail Add/s.	:	_____

It is understood that notices/s transmitted in the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

11. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

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

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

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

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

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