

PALACIO DEL GOBERNADOR
CONDOMINIUM CORPORATION
Intramuros, Manila



BIDDING DOCUMENTS

TITLE: SUPPLY OF SECURITY SERVICES

ABC : Php4,000,000.00

PDGCCBAC-2023-01

May 29, 2023

Sixth Edition

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



PALACIO DEL GOBERNADOR CONDOMINIUM CORPORATION

(A Non-Stock Non-Profit Organization)
General Luna St. cor A. Soriano Jr. Ave., Intramuros, Manila
Telefax No. 559-9119; Web Page: www.pdgcc.gov.ph
Email: palaciodelgobernador@ymail.com

INVITATION TO BID

1. The **Palacio del Gobernador Condominium Corporation (PDGCC)**, through its **Corporate Operating Budget** intends to apply the sum of **Four Million Pesos (P4,000,000.00)**, being the Approved Budget for the Contract (ABC), to payments under the contract for the **Supply of Security Services of the Palacio del Gobernador (Ref. # PDGCCBAC-2023-01)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **PDGCC** now invites bids for the above Procurement Project. Delivery of the Goods is required for **one (1) year**. Bidders should have completed, within **the last three (3) 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.
 - a. 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 the PDGCC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during 9:00AM to 3:00PM.

A pre-registration will be conducted to prospective bidders who wish to attend the scheduled bidding activities. Only those who registered will be provided an invitation/link for the scheduled Pre-Bid Conference. Please refer to the pre-registration link:

https://docs.google.com/forms/d/e/1FAIpQLSe6AO_50Ksd5CBzEY6VbgW3bcLV49ZXzyy7psp93S2G81r8iQ/viewform?vc=0&c=0&w=1&flr=0

5. A complete set of Bidding Documents may be acquired by interested Bidders on **May 29 to June 5, 2022** from the given address and website(s) below and upon payment of applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Four Thousand Pesos (P4,000.00)**.

Payment shall be made in cash at the Office of the Building Administrator, Basement, Palacio del Gobernador or thru bank deposit at PDGCC Current Account No. 0012-1026-23 at Land Bank, Intramuros Branch.

The Bidders shall submit and send through email at bac.pdgcc.gov@gmail.com a scanned or screen captured copy of the bank Transaction Receipt/Deposit Slip as their proof of payment at least three (3) days before the date of bid opening.

6. The **PDGCC - BAC** will hold a Pre-Bid Conference¹ on **June 05, 2023, 10:00AM via Zoom** which shall be open to registered prospective bidders.
7. Bids must be duly received by the BAC Secretariat through online or electronic submission as indicated below, **on or before 8:00 AM of June 21, 2023**. 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 **June 21, 2023, 10:00AM, via Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *electronic* submission of bidding documents shall be made only to the official email: e-bids@treasury.gov.ph. Only pre-registered bidders who have received meeting invitation link and with submitted proof of payment of bidding documents (e.g. electronic payment system transaction receipt, validated bank deposit slip) will be allowed to submit their bids.
11. The **PDGCC-BAC** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Bids and Awards Committee Secretariat
Palacio del Gobernador Condominium Corporation
Basement, Palacio del Gobernador Building
Gen. Luna St, cor. A. Soriano Avenue, Intramuros Manila
Email: bac.pdgcc.gov@gmail.com
Telefax Number: 8559-9119

13. You may visit the following websites:

For downloading of Bidding Documents: www.pdgcc.gov.ph
For online bid submission: e-bids@treasury.gov.ph

14. The schedules of activities are as follows:

ACTIVITY	SCHEDULE
1. Advertisement and Issuance of Bidding Documents	May 29, 2023 to June 5, 2023 Basement, Palacio del Gobernador Building, Intramuros, Manila 9:00 AM – 3:00 PM
2. Pre-Bid Conference	June 05, 2023, 10:00AM Via Zoom
3. Request for Clarification	Until June 13, 2023 9:00 AM – 3:00 PM Email: bac.pdgcc.gov@gmail.com
4. Issuance of Bid Bulletin	June 14, 2023 9:00 AM – 3:00 PM
5. Submission and Receipt of Bids	June 21, 2023, On or before 8:00AM Email: e-bids@treasury.gov.ph
6. Opening of Bids and Evaluation	June 21, 2023, 10:00AM Via Zoom

ATTY. GISELA F. LOOD
Deputy Treasurer of the Philippines
and Chairperson, PDGCC-BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Palacio del Gobernador Condominium Corporation wishes to receive Bids for **Supply of Security Services of the Palacio del Gobernador / PDGCCBAC-2023-01**.

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 **CY 2023** in the amount of **Four Million Pesos (Php4,000,000.00)**.

2.2. The source of funding is:

a. Corporate Operating Budget CY 2023

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. *[Select one, delete other/s]*

- a. 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.
 - b. 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.

The Procuring Entity has prescribed that:

- a. 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 *{[insert if applicable]}* 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 *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

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

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

escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **120 days (October 19, 2023)**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

² 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. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

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

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

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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.**
- Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- Option 3 - One Project having several items, which shall be awarded as separate contracts per item.
- [Delete Options 2 and 3 if Framework Agreement will be used.]*
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. Within a non-extendible **period of five (5) calendar days from receipt by the Bidder of the notice from the BAC** that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

21. Signing of the Contract

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

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

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supply of Security Services b. completed within the last three years [2020-2022] prior to the deadline for the submission and receipt of bids.
7.1	<i>Not Applicable</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> <ul style="list-style-type: none"> a. The amount of not less than Php80,000.00 <i>[two percent (2%) of Php4,000,000.00]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or <p style="color: red;">Note: For bid security in the form of cash, the bidder shall deposit the amount to LBP Account No: 0012-1026-23 under Account Name: Palacio del Gobernador Condominium Corporation. A copy of the deposit slip or transaction receipt shall be submitted as part of the technical proposal.</p> <ul style="list-style-type: none"> b. The amount of not less than Php200,000.00 <i>[five percent (5%) of Php4,000,000.00]</i> if bid security is in Surety Bond. <p>The bid security in the form of cashier's/manager's check shall be payable to the PALACIO DEL GOBERNADOR CONDOMINIUM CORPORATION.</p> <p style="color: red;">Note: During the opening of bids, the scanned copy of bid security (in any form) will be accepted provided that the original will be submitted by the LCB/SCB together with the additional requirements for post-qualification within five (5) calendar days (non-extendible). Failure to do so will be a ground for post-disqualification.</p>
15	<p>General Instructions during the bid opening:</p> <ul style="list-style-type: none"> 1. The bidding documents shall be composed of "Envelope 1 - Technical Component" and "Envelope 2 - Financial Component". 2. The bidder shall create two (2) archive format compression files (e.g., RAR, ZIP) to be labelled as "Envelope 1 - Technical Component" and "Envelope 2 - Financial Component". These archive format compression files must be protected with strong password (e.g., alphanumeric and special characters) to

ensure security, integrity and confidentiality. Unique password must be applied for each archive format compression file.

The Password must also have the following characteristics:

1. Must be at least 8 characters in length and consist of at least three password complexities (e.g. mixture of upper and lowercase letters and digits or symbols);
2. User must type in the same way the upper or lowercase letters;
3. Must not contain blank spaces or repetitive letters; and
4. Must not use "P@\$\$w0rd", username, real name or family names, or previous password.

"Envelope 1 - Technical Component" shall contain all documents listed under the Technical Component of the Checklist of Requirements.

"Envelope 2 - Financial Component" shall contain the Signed Bid Form.

Each and every page of the documents comprising the Technical and Financial Component must be scanned and in readable PDF format.

All electronic copies of bidding documents must be readable.

3. The two (2) archive format compression files must be uploaded to the folder in the drive specified in the email sent by the BAC Secretariat on or before the cut-off date and time as stated in the Invitation to Bid or Bid Bulletin. Thereafter, the bidder shall submit an electronic mail to bac.pdqcc.gov@gmail.com after successfully uploading the two (2) archive format compression files to e-bids@treasury.gov.ph.

Upon confirmation and receipt of the two (2) archive format compression files, the BAC Secretariat, in coordination with the Management Information System Service, shall generate a bid receipt for the official time of submission. The date and time appearing in the BAC Secretariat's email shall be the date and time of the receipt of bidding documents from the bidder. The BAC Secretariat will acknowledge the receipt of bid/s by sending a reply email containing the generated bid receipt.

Late bid/s shall not be accepted/considered. An auto-generated reply email will be sent to the said bidder/s.

Considering several factors that affect the sending and receipt of electronic mail communications, bidders are encouraged to send their upload request/authorization of their respective bidding documents by electronic mail not later than twenty-four (24) hours before the cut-off period set in the Invitation to Bid.

It is the bidder's responsibility to ensure that its electronic mail containing the bidding documents for the particular procurement project is duly received by the BAC Secretariat.

4. If a bidder modifies his/its bidding documents before the deadline for modification as allowed under the law, such bidder shall not be allowed to retrieve his/its original bidding documents. Instead, the bidder shall only be allowed to upload another bid in the same folder to be labelled as "Technical Modification" or "Financial Modification". The modification shall also be supported by an electronic mail to the BAC Secretariat through e-bids@treasury.gov.ph. The time indicated in the latest bid receipt generated shall be the official time of submission.

Bids submitted after the deadline set in the Invitation to Bid shall not be accepted/considered.

5. Only bids that are in compressed archive files and are password-protected shall be accepted.

The Bids and Awards Committee assumes no responsibility for the misplacement of the contents of the compressed and password-protected files.

6. The electronically submitted bids will be downloaded from the BAC Secretariat's drive only upon commencement of the Bid Opening. The date and time of receipt of bids as indicated in the generated bid receipt will be shown to the participants.

Actual presence of the bidders or their representatives during the opening of bid/s is required for the disclosure of password to facilitate the opening of the bids which are in archive format compression file. The representatives should be the ones listed in the pre-registration.

7. "Envelope 1 - Technical Component" will be decrypted first to determine the bidder's eligibility. The password for decrypting "Envelope 1 - Technical Component" will be disclosed by the bidder only during the opening of his/its archive format compression file.

	<p>8. Only “Envelope 2 - Financial Component” of the eligible bidder will be decrypted. The password for decrypting “Envelope 2 - Financial Component” will be disclosed by the bidder only during the opening of his/its archive format compression file.</p> <p>9. Non-discretionary “pass/fail” criterion as stated in the Section 30 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be used during the Bid Opening.</p> <p>10. All other rules and procedures as provided under Republic Act No. 9184, and its 2016 Revised Implementing Rules and Regulations are deemed incorporated as part of this instruction.</p> <p>The date and time of bid opening is on June 21, 2023, 10:00 A.M., Philippine Standard Time (PST), via zoom</p>
16	<p>Bid documents submitted through electronic means which have not complied with the pre-registration and prior payment of bid documents requirement shall not be opened and considered immediately disqualified.</p> <p>1. A G-Suite drive of e-bids@treasury.gov.ph shall be maintained as official repository of all electronically submitted bidding documents.</p> <p>A folder will be created in the google drive for each procurement project. Within the folder, sub-folders will be created for each of the prospective bidders gathered from the pre-registration form. (Settings: Editor only – do not allow editor to change the folder sharing options)</p> <p>3. The BAC Secretariat will send email to pre-registered bidders. The email shall indicate the link of the bidder’s own folder in the google drive for the specified procurement project. To ensure integrity of the google drive, access thereto by the bidder shall be subject to confirmation/approval by the BAC Secretariat. (Settings: Do not give access)</p> <p>4. The BAC Secretariat shall verify all request for access to the google drive for electronic bid submission. Only verified bidder’s request shall be granted access to the google drive. To ensure auditability, all activity details in the google drive will be seen from the Activity Tab of e-bids@treasury.gov.ph.</p>

	<p>The address for submission of bids is:</p> <p>e-bids@treasury.gov.ph</p> <p>The deadline for submission of bids is on or before June 21, 2023, 8:00 A.M., Philippine Standard Time (PST)</p>
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>
20.2	<p>No other Licenses and permits required:</p> <p>The following income and business tax returns are required to be submitted within five (5) calendar days from receipt of notice from the BAC:</p> <ol style="list-style-type: none"> 1. Valid and current Tax Clearance Certificate 2. Latest income Tax Returns for year 2022 (BIR Form 1701 or 1702; <p style="text-align: center;">and</p> <ol style="list-style-type: none"> 3. Latest Value Added Tax Returns within the last six months: <ul style="list-style-type: none"> • December 2022 2550Q • January 2023 2550M • February 2023 2550M • March 2023 2550Q • April 2023 2550M • May 2023 2550M <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (eFPS).</p> <p>Note: Documents submitted during post-qualification or as part of post qualification documents must be certified by the authorized representative to be true copy/ies from the original.</p>
21.2	<i>No additional requirement.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

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

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	SUPPLY OF SECURITY SERVICES OF PALACIO DEL GOBERNADOR.	1 lot		ONE (1) YEAR UPON RECEIPT OF NOTICE TO PROCEED

I hereby certify to comply and deliver all of the above requirements in accordance with the above stated schedule.

Name of Company

Signature over Printed Name
Of the authorized representative

Date

Section VII. Technical Specifications



PALACIO DEL GOBERNADOR CONDOMINIUM CORPORATION

(A Non-Stock Non-Profit Organization)
 General Luna St. cor A. Soriano Jr. Ave., Intramuros, Manila
 Telefax No. 559-9119; Web Page: www.pdgcc.gov.ph
 Email: palaciodelgobernador@ymail.com

TECHNICAL SPECIFICATIONS

SUPPLY OF SECURITY SERVICES FOR PDGCC

I. PROJECT DESCRIPTION

This project involves acquiring the services of a qualified private **SECURITY AGENCY** to provide security services requirements of the Palacio Del Gobernador Condominium Corporation (PDGCC) in Intramuros, Manila.

The Procuring Entity is requiring ten (10) Security Personnel, including the Officer-in-Charge.

II. APPROVED BUDGET FOR THE CONTRACT (ABC)

Four Million Pesos (Php4,000,000.00), inclusive of all Applicable Taxes

III. PROJECT OBJECTIVE

The project's primary objective is to provide the required private security personnel necessary to fully and adequately guard and protect the Palacio del Gobernador building and its premises, including the officials, employees, visitors, and properties therein, from inquiries, damages and losses of whatever nature, assault, trespass, arson, theft, robbery, mischief or any unlawful or negligent act.

IV. SCOPE OF SERVICES

SPECIFICATIONS	COMPLIANCE
<p>1. The SECURITY AGENCY shall provide and make available the necessary number of qualified, physically fit, experienced, licensed, bonded sufficiently armed and uniformed security guards on a 24-hour daily coverage for the PDGCC for the purpose of ensuring its security and safety including properties found, deposited, and stored therein.</p> <p>2. The Scope of Services shall be as follows:</p> <p>a) Monitor activities within the area of responsibility in designated post of duty.</p> <ul style="list-style-type: none"> • Monitor and control the access of visitors, clients, employees, materials, and vehicles. • Conduct roving inspection and patrolling. • Report untoward incidents and observations 	

<ul style="list-style-type: none"> • Check, if required, emergency equipment • Man the X-Ray Scanner at the entrance of PDG Building. <p>b) Enforce access control and identification system as per existing PDGCC Guidelines.</p> <ul style="list-style-type: none"> • Regulate access and identification system for pedestrians, visitors, and clients. • Regulate access and identification system for vehicles, deliveries, luggage, baggage, bags, and parcels. • Regulate access and identification system for PDGCC properties. • Implement special operating procedure, if any, for bodily search and checking of luggage, baggage, bags, and parcels • Implement special operating procedure, if any, in checking PDGCC tenant's properties that are being pulled out. • Implement special operating procedure, if any, in checking incoming/outgoing deliveries <p>c) Secure premises of offices equipment, accessories, and apparatus</p> <ul style="list-style-type: none"> • The main power center, including the power capacitor and the standby generator set. • The water pumps and the underground water reservoir. • The four (4) sets sewage ejector pumps and four (4) sets sump pumps. • The electrical control panel at the basement, including the dry type transformers and chemical tank cylinder for every floor. • The fire alarm and Halon main control panels at the basement floor, and the fire alarm accessories, apparatus, and Halon cylinder from the ground floor to the 8th floor. • The elevator cars, machine room equipment, electrical control panels and elevator accessories and exhaust fans of all elevators. • The cooling tower, elevated water steel tanks, hydropneumatics tank and pumps and their accessories at the roof deck. • The four (4) units ventilating machines at the basement floor and two (2) units exhaust fans for lobby comfort rooms at the roof deck. • The Building Administration Office, equipment, apparatus, furniture, fixtures, office supplies and air-conditioning unit. • The PDGCC Conference room at the basement <p>d) Enforce emergency response procedures.</p> <ul style="list-style-type: none"> • Participate in emergency drills. • Enforce emergency-preparedness. • Enforce bomb-threat preventive measures. • Enforce civil disturbance plan. 	
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<ul style="list-style-type: none"> • Render assistance to injured victims if any. • Implement emergency procedures during emergencies. <p>e) Prepare security reports.</p> <ul style="list-style-type: none"> • Prepare and submit report to proper authorities. 	
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V. MANPOWER REQUIREMENTS AND DEPLOYMENT PLAN

The **SECURITY AGENCY** shall provide the required minimum number of personnel to render security services in accordance with the PDGCC Deployment Plan.

NUMBER OF PERSONNEL	POST OF DUTY	DAYS	TIME	COMPLIANCE
1	Lobby Assist	Monday - Friday	0800H-1700H	
1	Visitor's Entrance	Monday - Sunday	0700H-1900H	
1	Employee's Entrance	Monday - Friday	0700H-1900H	
1	Exit/Roving	Monday - Friday	0700H-1900H	
1	Basement Parking	Monday - Sunday	0700H-1900H	
1	Ramp	Monday - Friday	0700H-1900H	
1	Officer In Charge	Monday - Saturday	0700H-1900H	
1	Lobby Entrance	Monday - Sunday	1900H-0700H	
1	Basement Parking	Monday - Sunday	1900H-0700H	
1	Ramp/Roving	Monday - Saturday	1900H-0700H	

VI. WORK SCHEDULE

The **SECURITY AGENCY** shall assign to the PDGCC the necessary number of qualified, physically fit, sufficiently armed, well-equipped, and well-trained security guards, who shall render security services in accordance with the following schedule:

DESCRIPTION	QUANTITY	TOTAL	DELIVERED, DAYS/WEEKS/MONTHS	COMPLIANCE
Male Security Guards	9	9	Monday to Friday	
Female Security Guard	1	1	Monday to Friday	
Male Security Guards	6	6	Saturday	
Male Security Guards	4	4	Sunday	

VII. SECURITY PARAPHERNALIA AND ADDITIONAL REQUIREMENTS

The **SECURITY AGENCY** shall provide the prescribed equipment in accordance with the PDGCC requirements as follows:

DESCRIPTION	QUANTITY	TOTAL	DELIVERED, DAYS/WEEKS/ MONTHS	COMPLIANCE
Licensed Firearms with sufficient ammunitions	10	10	Annually	
Licensed Radio Communication System with chargers and extra battery packs.	At least 5 units	At least 5 units		
Complete Set of Guard Uniform	2 sets	2 sets		
Metal Detectors with batteries	2	2		
Ostrich/Extended Mirror	1	1		
Flashlights or Search Lights	10	10		
Logbook/ Record Book	5	5	Every two months	
Batteries	40	40		
Ball pens	10	10	Monthly	
Digital Guard Tour System	11	11	Free of charge upon contract award	

VIII. PROJECT STANDARDS AND REQUIREMENTS

To ensure accomplishment of the project objectives, the following are the minimum project requirements for the **SECURITY AGENCY**.

A. Track Record

The **SECURITY AGENCY** must have at least ten (10) years of continuous existence and engagement in the business of providing security services. It must submit a Very Satisfactory Performance Rating from the latest client.

B. Organization

1. The **SECURITY AGENCY** shall submit its detailed organizational chart which should indicate an established Organizational Structure to showing the capacity to undertake the Project; clearly identified lines of authority and responsibility and the specific divisions dedicated to each of the needed service which are manned by full time employees.
2. The **SECURITY AGENCY** must have a single largest completed contract (SLCC) with an amount of at least fifty percent (50%) of the ABC.
3. The **SECURITY AGENCY** shall exercise fair labor practice; hence, the salaries of all its personnel must be in accordance with the rates/policies prescribed by the

Department of Labor and Employment (DOLE). In addition to their salaries, all personnel must be provided with the mandated social security and other benefits.

4. The **SECURITY AGENCY** must submit a valid License to Operate (LTO) and a certificate of good standing issued by the Security Agencies and Guards Supervision Division of the Philippine National Police (SAGSD-PNP).
5. The **SECURITY AGENCY** must submit a certificate of good standing and must be an active member of the Philippine Association of Detective and Protective Agency Operators (PADPAO), Inc.

C. Personnel

1. The **SECURITY AGENCY** shall assign to the PDGCC well-trained, experienced, physically fit, licensed, uniformed, and armed guards who shall meet the following qualifications:
 - a) Must be a Filipino citizen
 - b) Must at least finished 2nd year College.
 - c) Of good moral character and reputation, courteous, alert and without criminal or police record.
 - d) With good in oral and written English communication.
 - e) Physically and mentally fit as certified by a Public Health Officer,
 - f) Not less than 21 nor more than 50 years of age
 - g) At least five feet six inches (5'6") in height and weighing not less than 50 kilograms for male and at least five feet two inches (5'2") in height for female.
 - h) Must possess a Private Security License/Special Bank Receipt (SBR) authenticated by the Personnel Licensing Section-SAGSD-PNP); properly screened and cleared by the PNP, NBI and other government offices issuing clearance for employment.
 - i) With proper uniform and equipped with duly licensed service firearms such as rifle, shotgun, pistol, or revolver, as the case may be, with sufficient ammunition at all times during his tour of duty.
 - j) Must have undergone training/s on Disaster Preparedness and Mitigation, Firefighting and First Aid Application.
 - k) Must possess qualifications required by Republic Act No. 5487, as amended by PD 1919 known as the Private Security Agency Law.
2. The discipline and administration of the security guards shall conform to the applicable rules and regulations of the Philippine National Police. It shall be the primary duty of the **SECURITY AGENCY** to duly inform its guards of their general and specific instructions, to conduct proper orientation on the specific rules and policies prescribed by the PDGCC in their respective areas of responsibility.

IX. PROJECT IMPLEMENTATION

1. The **Security Plan** covering the various Service Areas shall be drawn up and submitted by the winning bidder. This Security Plan should contain a description of the activities and scope of work/services. The provisions included in this TOR are minimum requirements; hence, the **SECURITY AGENCY** is not precluded from

improving thereon. In essence, the Security Plan must demonstrate unequivocally the capability of the **SECURITY AGENCY** to satisfactorily undertake the Project.

2. The **SECURITY AGENCY** shall make available qualified relievers who shall immediately take over the assigned tasks of the absent, incapacitated or otherwise indisposed guards to ensure continuous and uninterrupted service. The PDGCC may have a guard changed or replaced at any time whose work it finds or believes to be below standard or whose conduct is unsatisfactory or is prejudicial to its interest as determined solely by the PDGCC upon prior written notice to the **SECURITY AGENCY**.
3. The **SECURITY AGENCY** shall furnish all the necessary duly licensed firearms, ammunitions, uniforms, communication and other equipment needed by its personnel in the performance of their assigned task of providing security services in the areas covered by this TOR. The **SECURITY AGENCY** hereby guarantees that it has complied with all existing laws in connection with the issuance of firearms.
4. To ensure efficiency in the performance by the security guards of their assigned tasks, and to prevent the commission by any of them of any act prejudicial to the interest of the PDGCC, the guards shall be closely and strictly supervised by the **SECURITY AGENCY** through the constant spot checks and inspection at any time of the day or night.
5. In the Execution of its Security Plan, the **SECURITY AGENCY** shall render daily and weekly reports to the PDGCC.
6. The Attendance Logbook of the guards in their respective areas of assignment shall be certified as correct by the supervisor whom the Security Agency shall authorize and by the duly authorized representative/s of the PDGCC. Such certifications shall form part of the supporting documents to be submitted by the **SECURITY AGENCY** to the PDGCC for purposes of payment of fees and for other valid purposes.
7. The **SECURITY AGENCY** shall be liable, jointly, and severally with its security guards, to the PDGCC or to any person for any injury or damage suffered by them, or damage to or loss of property during the time of security coverage of the building and their immediate premises, due to assault, arson, theft, robbery, mischief or an unlawful act or negligence.
8. The **SECURITY AGENCY** shall compensate the PDGCC and be solidarily liable with its security guards for any and all damages that may be caused by any of its guards or third parties to the properties of the PDGCC and other protected persons within the areas covered by this Contract.

X. PROJECT DURATION

The duration of security services shall not exceed one (1) year from the start of the contract. Renewals, if any, shall be in compliance with the law. All bid prices shall be fixed and shall not be adjusted during contract implementation, except for the following reasons:

1. increase in minimum daily wage pursuant to law or new wage order issued after date of bidding.
2. increase in taxes
3. if, during the term of contract, the PDGCC sees the need for an increase or decrease in the number of security guards, the resulting contract price shall also be increased or decreased accordingly.

XI. TERMS OF PAYMENT

Payment shall be based on actual services rendered by the **SECURITY AGENCY**.

1. For and in consideration of the services to be rendered by the **SECURITY AGENCY**, PDGCC shall, during the existence of this contract, pay the **SECURITY AGENCY** monthly.

The following documents should be submitted and checked/evaluated by the PDGCC:

- a). **Billing Letter** (Statement of Account) to be submitted by the **SECURITY AGENCY** to the PDGCC monthly for preparation of disbursement voucher.
 - b). **Daily Time Record (DTR)** summary to be submitted by all security personnel; duly signed by the security personnel and supervisor and countersigned by PDGCC authorized personnel.
2. The payment of the amount stipulated under Item 2.0 shall be the limit of PDGCC's obligation for the entire duration of this contract subject to the usual government accounting and auditing rules and regulations; Provided that, all taxes due the Government shall be borne by the **SECURITY AGENCY**; Provided further, that PDGCC may opt to reduce the number of security specified herein at any time during the contract period should circumstances necessitate such action; and Provided finally, that should the PDGCC desire to get additional security in excess of the number stipulated herein at any time before the expiration of this Contract- the rate per head shall be the same as the rate herein agreed upon and stipulated.
 3. In the event of a government-mandated increase in wages during the effectivity of this Contract, the contract price may be increase accordingly by an amount not exceeding the additional wages and benefits required by law. The same shall be implemented only when funds allocated and appropriated for that purpose are available.
 4. In case additional personnel of the **SECURITY AGENCY** is mobilized for the PDGCC, the former shall furnish the latter additional performance bond to cover the said personnel.
 5. If within the term of this Contract, the PDGCC transfers some of its offices to another area, the **SECURITY AGENCY** shall, after consultation with the PDGCC, agree to relocate its personnel in accordance with the new setup of the PDGCC at no cost to the PDGCC.

6. The **SECURITY AGENCY** must submit a copy of pay slip and evidence of remittances to Social Security System, PhilHealth, and Pag – IBIG, under existing laws and regulations.

XII. PERFORMANCE STANDARDS

The **SECURITY AGENCY** shall render the full scope of services enumerated under Item 4.0 hereof and shall strictly maintain a satisfactory level of performance throughout the duration of the contract based on the following standards:

1. At a minimum, the **SECURITY AGENCY** through its assigned security guards must always keep safe and secure PDGCC personnel and property in all the designated Areas.
2. Assigned security guards must always be alert to any possible threat to safety and security and must be able to abate if not prevent the occurrence of any untoward or adverse incident.

XIII. PERFORMANCE EVALUATION

Strict monitoring shall be conducted by the PDGCC through the Building Administration Office to ensure that the security services are effectively and efficiently conducted. The **SECURITY AGENCY** shall maintain a satisfactory level of performance throughout the term of the contract. Among others, the following shall serve as basis for the evaluation of performance of the **SECURITY AGENCY**:

1. Weekly Activity Report - to be prepared and submitted by the Security Officer to the PDGCC. Each Daily Activity Report and Incident Report, if any, shall cover each of the Areas and shall be signed by the Security Officer.
2. Daily Security Detail-to be prepared and submitted by the Security Officer indicating the names of the actual security guards who have been assigned in each area.

The PDGCC shall prepare a Monthly Report on the performance of the **SECURITY AGENCY**. It shall conduct a quarterly evaluation of the performance of the security guards, based on the Monthly Report, Daily and Weekly Activity Reports, and Incident Report, if any, from the heads of units/offices located in the areas where the security guards are assigned.

XIV. SUSPENSION, CANCELLATION OR TERMINATION OF CONTRACT

1. As a pre-condition for any payment by the PDGCC the **SECURITY AGENCY** must submit a copy of pay slip and evidence of remittances to Social Security System, PhilHealth, and Pag-IBIG, under existing laws and regulations.
2. Failure of the **SECURITY AGENCY** to submit the above-mentioned as provided under this Contract shall be considered a violation of the terms and conditions of the Contract and this TOR and shall give the PDGCC the right to unilaterally rescind, revoke or terminate this Contract or withhold payment to the **SECURITY AGENCY** until the latter shall have complied with this provision.

3. The **SECURITY AGENCY** warrants that it has not given, nor has it promised to give any money or gift to any official or employee of the PDGCC to secure or otherwise obtain this Contract. Any violation of this warranty shall be a sufficient ground for the immediate revocation or cancellation of this Contract.
4. Violation of any or all the above provisions shall give the PDGCC the right to rescind, revoke or pre-terminate this Contract, without prejudice to the right of the PDGCC to resort to other appropriate legal action as warranted by the circumstances.

XV. WARRANTIES

1. The Security personnel and other employees assigned to the PDGCC shall in no case be considered employees of the PDGCC and as such, the **SECURITY AGENCY** shall be solely responsible for any and all claims for personal injury and damage, including death, caused by said security guard/s to any third party in the course of the performance of their security functions and duties.
2. The **SECURITY AGENCY** shall hold PDGCC free and harmless from any and all claims and damages, or liabilities arising out of injuries, in connection with or incidental to the performance of the contractor's undertaking.
3. The **SECURITY AGENCY** shall be jointly and severally liable with its concerned employees and personnel for any damage or losses caused to the PDGCC, its property and/or injury to its staff and to any other third persons due to the fortuitous or criminal acts committed by the security personnel and shall repair, replace and/or pay for such damage or damages as the case may be, immediately upon formal demand of the PDGCC
4. The **SECURITY AGENCY** shall hold the PDGCC free and harmless from any action or liability whatsoever arising from any claim by any or all of the personnel supplied by the **SECURITY AGENCY** performing services pursuant to this contract, whether under the Workmen's Compensation Law, and any or all the Philippine Labor Laws, it being agreed that the security personnel are not the employees of the PDGCC, and it also being understood that due and faithful compliance with the aforementioned laws shall devolve entirely upon the **SECURITY AGENCY**.
5. The **SECURITY AGENCY** shall faithfully pay wages, compensation, and other benefits to its employees in accordance with the minimum wage and other existing laws relating to the wages and compensation of its employees.
6. The **SECURITY AGENCY** shall, upon official notice by the PDGCC, immediately replace, suspend, and/or discharge/terminate the services of the security guards whose behavior appearance, conduct and performance are not in conformity with standards set by the PDGCC. It is understood that the assigned security guards shall be under the direct employ, control, and supervision of the **SECURITY AGENCY**.

XVI. ASSIGNMENT

Unless otherwise expressly stipulated or prior written approval of the PDGCC is secured, this Contract or any portion thereof shall not be assigned or subjected to any other party or parties.

XVII. DAMAGES TO PERSONS AND PROPERTY

The **SECURITY AGENCY** shall indemnify and keep indemnified the PDGCC against all losses and claims for injuries or damages to any person or property whatsoever which may arise of or in consequence of the performance of this contract and against all claims, demands, proceedings, cost, charges, and expenses whatsoever in respect of in relation thereto.

XVIII. FORCE MAJEURE

The **SECURITY AGENCY** shall not be in default under this Contract because of any delay in the delivery or in the completion of the works or any separate part thereof caused by “force majeure”, provided that the **SECURITY AGENCY** shall notify the PDGCC in writing of the causes of such delay within ten (10) days from the beginning thereof, or within such further period as the PDGCC may allow for the receipt of such notice of delay, PDGCC shall promptly ascertain facts and extent of the delay and shall extend the contract time, when in the opinion of the PDGCC, the delay is caused by Force Majeure and the findings of facts justify the extension. The decision of the PDGCC shall be binding on the **SECURITY AGENCY**, subject to the provisions of RA 9184 on the settlement of disputes.

XIX. RESERVATION CLAUSE

The PDGCC reserves the right to reject documents which do not comply with the requirements, waive any formalities of documents or consider any submission of documents as substantial compliance, reject any and all bids, declare a failure of bidding, annul the bidding process, or not to award the contract, without thereby incurring any liability to the affected bidder or bidders or if the funds/allotment for the program/project/activity has been withheld or reduced through no fault of the PDGCC. The PDGCC assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of bid.

I hereby certify to comply and deliver all of the above requirements in accordance with the above stated schedule.

Name of Company

Signature over Printed Name
Of the authorized representative

Date

***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, 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.

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

- (n) *[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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Other Requirements

- (p) Notarized Certification to prove their years of existence
- (q) Very Satisfactory Performance Rating from latest client
- (r) Detailed Organizational Chart
- (s) Valid License to Operate (LTO) and Certificate of Good Standing issued by Security Agencies and Guards Supervision Division of the Philippine National Police (SAGSD-PNP)
- (t) Certificate of good standing and member of Philippine Association of Detective and Protective Agency Operators (PADPAO), Inc

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).

SAMPLE FORMS

Statement of Ongoing and Awarded But Not Yet Started Contracts

This is to certify that [name of company] has the following ongoing and awarded but not yet started contracts for CY 2020-2022

Name of Contract	Date of the Contract	Kind of Service/ Goods sold	End-User's Name and Address	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier/Contractor C) Distributor

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:
 - (i) The day before the deadline of submission and opening of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none.
- 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.

Statement of Single Largest Completed Contract (SLCC)

This is to certify that [name of company] has the SLCC for the period CY 2020-2022:

Date of the Contract	Name of Contract	Kind of Service/ Goods sold	End-User's Name and Address	Amount of Contract	Date of End-User's Acceptance, or Completion, and/or Official Receipt No./Delivery	Date of official Receipt	Bidder is (A)Manufacturer (B)Supplier/Contractor © Distributor

Name and Signature of Authorized Representative

Date

Instructions:

- a) Cut-off date as of :
 - (i) The day before the deadline of submission and opening of bids.
- b) In the column under “dates”, indicate the dates of Delivery/End-user’s acceptance and official receipt.
- c) Name of contract refers to the nature/scope of the contract for the procuring entity to determine the relevance of the entry with the procurement at hand. .

Bid Form for the Procurement of Goods

Date: _____
Project Identification N^o: PDGCCBAC-2023-01

**To: BIDS AND AWARDS COMMITTEE
Palacio del Gobernador Condominium Corporation
Gen. Luna St., cor. A. Soriano Avenue,
Intramuros Manila**

Gentlemen and/or Ladies:

Having examined the Philippine Bidding Documents (PBDs) including Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Supply of Security Services of the Palacio del Gobernador**, 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 in 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 for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF PORT OF ENTRY (SPECIFY PORT) OR CIP NAMED PLACE (SPECIFY BORDER POINT OR PLACE OF DESTINATION)	Total CIF or CIP price per item (col 4 x col 5)	Unit Price delivered duty unpaid (DDU)	Unit Price delivered duty paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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]

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 _____

* This form will not apply for WB funded projects.

Note: During the opening of bids, the scanned copy of the Omnibus Sworn Statement will be accepted provided that the original will be submitted by the LCB/SCB together with the additional requirements for post-qualification within five (5) calendar days (non-extendible). Failure to do so will be a ground for post-disqualification.

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION **Invitation to Bid: [Insert Reference number]**

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

I/We³, 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 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 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;
 - (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.

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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'S 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 _____

Note: During the opening of bids, the scanned copy of the duly notarized Bid Securing Declaration will be accepted provided that the original will be submitted by the LCB/SCB together with the additional requirements for post-qualification within five (5) calendar days (non-extendible). Failure to do so will be a ground for post-disqualification.

Performance Securing Declaration (Revised)

[if used as an alternative performance security but 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 obligation 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'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

[Jurat]

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

