

# **PHILIPPINE BIDDING DOCUMENTS**

# **Procurement of GOODS**

**Government of the Republic of the Philippines**

**SECURITY SERVICE FOR CLUB INTRAMUROS  
GOLF COURSE FOR (3) THREE YEARS AS PER PR  
NO. 24-07-0409**

*Forty Four Million Three Hundred Ninety Six Thousand Pesos Only (P  
44,396,000.00*

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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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***

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

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

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

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

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





Republic of the Philippines

## Tourism Infrastructure & Enterprise Zone Authority

### INVITATION TO BID

#### SECURITY SERVICE FOR CLUB INTRAMUROS GOLF COURSE FOR (3) THREE YEARS AS PER PR NO. 24-07-0409

Project Identification/Invitation to Bid No. **24-07-0015**

1. The *Tourism Infrastructure and Enterprise Zone Authority*, through the *Approved Corporate Budget* intends to apply the sum of **Forty Four Million Three Hundred Ninety Six Thousand Pesos Only (P 44,396,000.00)** being the ABC to payments under the contract for the **SECURITY SERVICE FOR CLUB INTRAMUROS GOLF COURSE FOR (3) THREE YEARS AS PER PR NO. 24-07-0409**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Tourism Infrastructure and Enterprise Zone Authority* now invites bids for the above Procurement Project. Delivery of the Goods is required within ***(please see the attached Terms of Reference)*** upon receipt of Notice to Proceed. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Bidding is 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. Interested bidders may obtain further information from the TIEZA BAC Secretariat **(please see contact details below)** and inspect the Bidding Documents on our website and at the posting on the Philippine Government Electronic Procurement Service (PhilGEPS) website.
5. A complete set of bidding documents may be acquire by interested Bidders through the following modes:

#### ON-PREMISE:

The prospective bidders shall accomplish the issued Authority to Accept Payment (ATAP) form for payment at the Treasurer’s Office.

The bidding documents will be issued to the prospective bidder upon settlement of the Order of Payment.

#### ONLINE:

The Authority to Accept Payment (ATAP) is available at TIEZA’s website. Interested bidders can download the ATAP, completely fill out the form and send the scanned copy to the BAC Secretariat’s email. An instruction to settle thru bank deposit will be given thereafter.



6th & 7th Floors, Tower 1, Double Dragon Plaza, Double Dragon Meridian Park  
Macapagal Avenue corner EDSA Extension Bay Area, Pasay City 1302, Philippines  
(+632) 8249-5900 to 79 [www.tieza.gov.ph](http://www.tieza.gov.ph)





Republic of the Philippines

## Tourism Infrastructure & Enterprise Zone Authority

Bidders who will buy the bidding documents shall deposit the amount in either one of the following TIEZA bank accounts:

Account Name: TIEZA

Development Bank of the Philippines (DBP) Account #: 0405-018676-030  
(Makati Branch)

Land Bank of the Philippines (LBP) Account #: 1782-1046-47 (Pasong Tamo Branch) The deposit slip shall be kept and a scanned copy shall be sent to [tieza.bacsecretariat@gmail.com](mailto:tieza.bacsecretariat@gmail.com).

Please note further that purchase of the bidding documents are available on **July 19, 2024 to August 11, 2024 at 8:00 am to 5:00 pm**, except Fridays, Saturdays, Sundays and Holidays and on **August 12, 2024 from 8:00 to 9:00 a.m.** Please note the payment for the bid documents is a non-refundable fee in the amount of **Twenty Five Thousand Pesos Only (PhP 25,000.00)**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids. **Bidders must submit to the BAC Secretariat a copy of the official receipt as proof of the purchase of bidding documents on or before 5:00 p.m. on the day of bidding.**

6. The Tourism Infrastructure and Enterprise Zone Authority will hold face to face Pre-Bid Conference on **July 30, 2024 @ 10:00 A.M.** at 7<sup>th</sup> Floor TIEZA Legal Conference Room Double Dragon Plaza Pasay City
7. Bids in hard copies (one original and two duplicates, sealed in their respective envelopes) enclosed in one outer envelope must be submitted face to face and duly received by the BAC Secretariat at the address below on or before **August 12, 2024 @09: 30 a.m.** All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18. Proper tabbing of every requirement is encouraged.

Bidder shall submit its bid in one (1) outer envelope containing three (3) envelopes (Original bid, Copy 1, and Copy 2). Each of the three (3) envelopes shall contain two envelopes corresponding to Technical and Financial Proposal. Failure to comply with this requirement shall render the bidder disqualified from the bidding.

8. The opening of Proposals shall be done face to face on **August 12, 2024 @ 10:00 a.m.** at the Legal Department Conference Room on the 7th Floor, Tower 1 Double Dragon Plaza Double Dragon Meridian Park Macapagal Avenue corner EDSA Extension Bay Area Pasay City. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
9. The *Tourism Infrastructure and Enterprise Zone Authority* 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.



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Republic of the Philippines

## **Tourism Infrastructure & Enterprise Zone Authority**

10. The *Tourism Infrastructure and Enterprise Zone Authority* 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

BAC Secretariat  
7th Floor, Tower 1 Double Dragon Plaza Double Dragon Meridian Park Macapagal  
Avenue corner EDSA Extension Bay Area Pasay City  
(+632) 249-5986 loc. 713 or 714

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://notices.philgeps.gov.ph/tieza.gov.ph>

For inquiries/concerns:

[bacsecretariat@tieza.gov.ph](mailto:bacsecretariat@tieza.gov.ph)

For purchase of bidding documents: [tieza.bacsecretariat@gmail.com](mailto:tieza.bacsecretariat@gmail.com)

**ATTY. NIÑO RUPERTO F. AQUINO**

Chairperson

Bids and Awards Committee



6th & 7th Floors, Tower 1, Double Dragon Plaza, Double Dragon Meridian Park  
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## ***Section II. Instructions to Bidders***

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

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

## 1. Scope of Bid

The Procuring Entity, *Tourism Infrastructure and Enterprise Zone Authority* wishes to receive Bids for the **SECURITY SERVICE FOR CLUB INTRAMUROS GOLF COURSE FOR (3) THREE YEARS AS PER PR NO. 24-07-0409.**, with project identification number/ IB no. **24-07-0015**

The Procurement Project (referred to herein as “Project”) is composed one (1) item, 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 2024 in the amount of ***Forty Four Million Three Hundred Ninety Six Thousand Pesos Only (P 44,396,000.00)***

2.2. The source of funding is:

a. Corporate Operating Budget.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- 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.
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Tourism Infrastructure and Enterprise Zone Authority will hold face to face Pre-Bid Conference on **July 30, 2024 @ 10:00 A.M.** at 7<sup>th</sup> Floor TIEZA Legal Conference Room Double Dragon Plaza Pasay City

## 9. Clarification and Amendment of Bidding Documents

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years from the date of submission and receipts* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated

through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - 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 the **BDS**.



### 13. Bid and Payment Currencies

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

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security in no case shall exceed One Hundred Twenty (120) calendar days from the date of opening of bids, unless duly extended by the bidder upon the request of the Head of the Procuring Entity (HoPE). Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

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

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

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

### 16. Deadline for Submission of Bids

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

### 17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present

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

shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

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

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

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. A single contract similar to the items to be bid and must be at least fifty percent (50%) of the ABC.</li> <li>b. Completed within 5 <i>years</i> prior to the deadline for the submission and receipt of bids must be accompanied by a copy of Certificate of Acceptance by the end-user or Official Receipt (O.R) or Sales Invoice (S.I.) issued for the Contract.</li> </ol>
7.1	<p><i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i></p>
12	<p>The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</li> </ol>
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>List of required licenses and permits relevant to the Project and the corresponding law requiring it. (Post-Qualification Submission)</p> <ul style="list-style-type: none"> <li>- - Medical Certificate for each security guard stating that he/she is physically fit to work and perform detailed activities;</li> <li>- Drug test clearance for each security guard with certification issued by government-accredited testing center, valid within six (6) months from the date of submission of the bidder's proposal;</li> <li>- Neurologic/Psychiatric test clearance for each security guard, valid within six (6) months from the date of submission of the bidder's proposal;</li> <li>- First Aid Training Certificate for each security guard, valid within six (6) months from the date of submission of the bidder's proposal; and</li> <li>- Private Security License Card, for each security guard, issued by SOSIA and clearance issued by the National Bureau of Investigation (NBI), valid</li> </ul>

	<p>on the date of the opening of bids, and subject to renewal, if the same should expire during the contract implementation.</p> <ul style="list-style-type: none"> <li>- Site Inspection signed by the respective Resident Manager or Officer in Charge or Affidavit of Undertaking including security plan.</li> </ul>
21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p> <ul style="list-style-type: none"> <li>• No additional requirement</li> </ul>

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

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

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

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

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

*[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 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### **5. Warranty**

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

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

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

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

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

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

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[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><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the 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><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
	<p><b>Regular and Recurring Services –</b></p> <p><i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	<b>SECURITY SERVICE FOR CLUB INTRAMUROS GOLF COURSE FOR (3) THREE YEARS AS PER PR NO. 24-07-0409</b>		Php (P <i>44,396,000.00</i> )	(please see the attached Terms of Reference)
	Security Services for For Club Intramuros  Multi Year Three (3) years  No. of Personnel: 30 Security Guards including 2 officers-in-charge (2) guards at gen Luna ST. Charged to Main Office  As indicated in the attached Terms of Reference			

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

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

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

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

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

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

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

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



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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

## Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	<b>SECURITY SERVICE FOR CLUB INTRAMUROS GOLF COURSE FOR (3) THREE YEARS AS PER PR NO. 24-07-0409</b>	
	<p>Security Services for For Club Intramuros</p> <p>Multi Year Three (3) years</p> <p>No. of Personnel: 30 Security Guards including 2 officers-in-charge (2) guards at gen Luna ST. Charged to Main Office</p>	

	As indicated in the attached Terms of Reference	

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

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

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

- ☐ (j) 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.
- (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;

### ***Class “B” Documents***

- ☐ (l) 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.

### **Additional Technical Requirement to be submitted:**

- Authenticated copy of License to Operate issued by PNP-SOSIA or proof of application for renewal.
- Authenticated copy of PADPAO Certificate of Membership/Registration or proof of application for renewal.
- Organizational Chart
- (BOSH) Basic Occupational Safety and Health Training from DOLE.
- (MDR) Monthly Disposition Report of Ongoing Security Contracts issued by SOSIA.
- Certificate of No Delinquency of monthly premium payments for both itself and its employees from the ff. agencies:
  - **Philippine Health Insurance Corporation (PhilHealth)** within the last 6 months or proof of application prior to submission of bids;
  - **Home Development Mutual fund (PAG-IBIG Fund)** within the last year or proof of application prior to submission of bids; and
  - **Social Security System (SSS)** within the last 3 months or proof of application prior to submission of bids
- Certificate of Compliance with Labor and Standards issued by DOLE and its existing NLRD Certificate of No Pending Case or proof of application.

## **II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (n) Original of duly signed and accomplished Price Schedule(s).

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

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



Republic of the Philippines  
**Tourism Infrastructure & Enterprise Zone Authority**

**TERMS OF REFERENCE**  
**SECURITY SERVICES FOR CLUB INTRAMUROS GOLF COURSE**  
**FOR THREE YEARS**

**I. INTRODUCTION**

The Tourism Infrastructure and Enterprise Zone Authority (TIEZA or the "Authority"), an attached body corporate of the Department of Tourism (DOT) by virtue of Republic Act No. 9593 (R.A. 9593) or "The Tourism Act of 2009". It handles several assets, both operating and non-operating, which include the Club Intramuros Golf Course (CIGC) located at Intramuros, Manila. It is, therefore, imperative that peace and order, and safety and security in the premises of these assets are maintained at all times.

TIEZA's principal office is located at the 6<sup>th</sup> and 7<sup>th</sup> Floors, Tower 1, Double Dragon Plaza, DD Meridian Park, Macapagal Avenue corner EDSA Extension, Brgy. 76, Pasay City, 1302, Bay Area, Pasay City, Metro Manila.

The Authority, through its Bids and Awards Committee (BAC), shall invite interested and qualified parties to bid for the provision of Security Services at the above mentioned TIEZA Operating Assets in accordance with these Terms of Reference (TOR).

**II. BIDDING ON THE PROCUREMENT OF SECURITY SERVICES**

Pursuant to Section 5 (h) of Republic Act No. 9184 (R.A. 9184) or the "Government Procurement Reform Act", as reiterated in Section 5 (r) of its 2016 Revised Implementing Rules and Regulations (IRR), general support services, including non-personal or contractual services such as security and janitorial services, fall under the category of Goods. Appendix 23 of the IRR of R.A. 9184 allows procuring entities to enter into multi-year contracts, but not to exceed three (3) years.

TIEZA Board Resolution No. R-30-05-23-A (30 May 2023) approved the TIEZA Corporate Budget for Calendar Year 2024, which includes a budgetary allocation for janitorial and security services for three (3) years. Further, TIEZA Board Resolution No. R-14-09-23-B (14 September 2023) approved the Certificate of Budget inclusion for janitorial and security services as an attachment to the approved TIEZA CY 2024 corporate operating budget.

As a matter of policy, in order to achieve proper and efficient procurement of the Security Services for the TIEZA Operating Assets for three (3) years, TIEZA shall take into consideration other factors aside from the cost to determine the winning bid, such as, but not limited to, contracts with other clients, standards of internal governance, adequacy of resources, levels of training, and adherence to labor and other social legislation.

The minimum requirements prescribed in these Terms of Reference shall be the basis in evaluating the Technical Proposals of the bidders. The Financial Proposal shall be accompanied or supported by a breakdown of all costs, including the cost of supplies and equipment necessary for the execution of the contract.

The winning bidder, hereinafter referred to as "SECURITY AGENCY", shall be awarded the contract for this Project.





### III. QUALIFICATIONS AND TECHNICAL REQUIREMENTS

*(Please see Annex "A" for the Set of Minimum Requirements)*

1. The SECURITY AGENCY must be duly licensed and registered, with proper and valid License to Operate (LTO) issued by the Philippine National Police (PNP) – Supervisory Office on Security and Investigation Agencies (SOSIA), an authenticated copy of which must be submitted.

If it is a member of the Philippine Association of Detective and Protection Agency Operators, Inc. (PADPAO), it must submit an authenticated copy of its PADPAO Certificate of Membership/Registration.

In case the PNP-SOSIA LTO and/or PADPAO Certificate of Membership/ Registration are already expired at the time of submission of bids, the SECURITY AGENCY may submit a copy of such expired documents, provided that they are valid at least until 31 December 2023, and attach a proof of application for renewal. The winning bidder shall be required to submit the authenticated copies of the PNP-SOSIA LTO and/or PADPAO Certificate of Membership/Registration before the issuance of the Notice to Proceed.

2. The SECURITY AGENCY shall have an experience of at least five (5) years prior to the date of submission of its proposal.
3. The SECURITY AGENCY shall submit, during the post qualification stage, a Certificate of No Delinquency of monthly premium payments for both itself and its employees for the last six (6) months from the date of submission of its proposal from the following agencies:
  - a) Philippine Health Insurance Corporation (PhilHealth);
  - b) Home Development Mutual Fund (PAG-IBIG Fund); and
  - c) Social Security System (SSS).

In case the SECURITY AGENCY is unable to secure any of the abovementioned Certificates due to limitations brought by any unavoidable circumstances without fault on its part, it may submit a proof of application for the issuance of these Certificates. The winning bidder shall submit the required Certificates before the issuance of the Notice to Proceed.

4. The SECURITY AGENCY shall submit, upon opening of bid documents, its latest Certificate of Compliance with Labor Laws and Standards issued by the Department of Labor and Employment (DOLE), and its existing National Labor Relations Commission (NLRC) Certificate of No Pending Case.

In case any of such Certificates was issued more than six (6) months prior to 31 December 2023 and the SECURITY AGENCY is unable to secure new Certificates due to the limitations brought by any unavoidable circumstances without fault on its part, it may submit a proof of application for the issuance of these Certificates. The winning bidder shall submit the required Certificates before the issuance of the Notice to Proceed.

5. The SECURITY AGENCY shall provide thirty (30) personnel, consisting of twenty-nine (29) security guards (SG) and one (1) Officer-In-Charge (OIC). Each personnel shall be:
  - a) A Filipino citizen.



- b) Physically and mentally fit.
  - c) High school graduate with at least three (3) years of related experience in the security service industry for the SGs.
  - d) College level with at least three years of supervisory experience in the security service industry for the OIC.
  - e) Computer literate (at least two security guards, to be assigned in different shifts or one per shift).
  - f) Capable of operating a closed circuit television (CCTV) security system (at least two security guards, to be assigned in different shifts or one per shift).
  - g) With good moral character and reputation, without any pending criminal case before any court or body, and has not been convicted by final judgment of any crime. A certification for this matter shall be submitted by the agency during the Post Qualification stage.
  - h) Well-trained and licensed. Each personnel of the SECURITY AGENCY must have relevant training appropriate for the position, such as but not limited to pre-licensing and refresher training programs. All documents must be submitted during the Post Qualification stage.
6. The SECURITY AGENCY must have financial capacity to directly pay at least three (3) months in advance of the amount of the salary and wages in favor of its employees.
7. All guards to be assigned hereunder shall be first introduced by the SECURITY AGENCY to and accepted by the subject TIEZA Operating Asset. Assignment, details, substitution and other deployment specifics shall be set forth in the appropriate contract.
8. The Lowest/Single Calculated and Responsive Bidder shall submit the following as Post-Qualification Requirements:
- a) medical certificate for each security guard stating that he/she is physically fit to work and perform detailed activities;
  - b) drug test clearance for each security guard with certification issued by government-accredited testing center, valid within six months from the date of submission of the bidder's proposal;
  - c) neurologic/psychiatric test clearance for each security guard, valid within six months from the date of submission of the bidder's proposal;
  - d) First Aid Training Certificate for each security guard, valid within six months from the date of submission of the bidder's proposal;
  - e) Private Security License Card, for each security guard, issued by SOSIA and clearance issued by the National Bureau of Investigation (NBI), valid on the date of the opening of bids for this Project, and subject to renewal, if the same should expire during the contract implementation; and
  - f) certificates required under Item III (1) (3) and (4).
9. Upon receipt of Notice to Proceed and before actual deployment of identified guards:
- a) All security personnel must be fully vaccinated and have a timely coronavirus disease (COVID-19) test clearance issued by a Department of Health (DOH)-accredited testing laboratory for each guard.
  - b) They must have a Certification issued by the Security Agency that all their security guards have attended a Basic COVID-19 awareness seminar.



10. For the faithful compliance of the Scope of Work and the Terms and Conditions of the Contract enumerated in these Terms of Reference, the winning bidder shall be required to post a performance bond in favor of TIEZA in the equivalent amount and form according to the schedule provided in the bidding documents for this Project.

#### IV. SCOPE OF WORK

1. The SECURITY AGENCY shall provide consistent and quality security services 24 hours daily, inclusive of Saturdays, Sundays and Holidays at the subject TIEZA Operating Asset: thirty (30) security guards at the Club Intramuros Golf Course and its designated parking areas located in Intramuros, Manila.
2. After receipt of Notice to Proceed but before deployment, the SECURITY AGENCY shall provide the TIEZA Operating Asset with a complete list, with photographs, of its personnel detailed at the subject entity. The SECURITY AGENCY shall update such list when necessary, such as when changes are made upon it due to the reassignment, resignation or retirement of any of the security guards detailed at TIEZA.
3. The SECURITY AGENCY shall station a minimum of thirty (30) security guards, all of whom must possess the required qualifications set forth in Item No. 5 of Section III (Qualifications and Technical Requirements) of these Terms of Reference, at strategic points within the premises of the subject TIEZA Operating Asset, including its designated parking areas. These thirty (30) security guards shall be rotated on three 8-hour and two 12-hour working shifts in their designated stations, as follows:

LOCATION	# of	SCHEDULE	SCHEDULE	SCHEDULE	SCHEDULE	SCHEDULE
	SG	6:00am to 2:00pm	2:00pm to 10:00pm	10:00pm to 6:00am	6:00 am to 6:00 pm	6:00 pm to 6:00am
<b>Club Intramuros Golf Course</b>						
Accounting	3	1	1	1		
Main Gate	3	1	1	1		
Motor Pool/Exit	3	1	1	1		
Hole No. 2/3/16/17	3	1	1	1		
Hole No. 4/14/15	3	1	1	1		
Hole No.5/6/11/12/13	4	1	1	2		
Hole No.7/8/9/10	3	1	1	1		
Pro Shop Station	2	1	1			
Hole 8/9	2		1	1		
Security Office/SIC	2				1	1
Gen Luna St., (charged to main Office)	2				1	1
<b>Grand Total</b>	<b>30</b>					

4. The SECURITY AGENCY shall effectively and continuously safeguard and protect TIEZA officials, employees, visitors and guests from assault, harassment, force, threat or intimidation, and other unlawful acts that can cause harm to their person and/or property within the premises of the subject TIEZA Operating Asset.



5. The SECURITY AGENCY shall effectively and continuously safeguard and protect TIEZA properties from theft, arson, pilferage, robbery, trespassing, and other unlawful acts that can cause loss, damage or destruction of said properties.
6. The SECURITY AGENCY shall maintain peace and order within the premises of the subject TIEZA Operating Asset.
7. The SECURITY AGENCY shall enforce all existing office rules and regulations, including TIEZA protocols on COVID-19 prevention, and those which may be prescribed by TIEZA from time to time.
8. The SECURITY AGENCY, for the health, safety and protection of the security guards while on duty, shall provide protective equipment to them, such as but no limited to: protective eye covering/face shield, face mask, disposable gloves, alcohol or alcohol-based hand sanitizer, disinfecting solution for their handheld radio, ammunition, nightstick, and other equipment necessary during their duty.
9. The SECURITY AGENCY shall secure ingress and egress of all persons, things and materials brought in and out of the subject premises, and of vehicles using the designated parking areas. It shall conduct reasonable inspection of persons and properties as normally done in public places of public dominion or of private ownership, for the purpose of ensuring safety and security against unauthorized persons or vehicles, and/or illegal or unauthorized possession of things and materials.
10. The SECURITY AGENCY shall submit reports of any incident that may have compromised security to the TIEZA management and/or lawful authorities, when necessary, for purposes of police and other official investigations.
11. The SECURITY AGENCY shall submit, during the opening of bid documents, a Security Plan, comprising of the following:
  - a) Operational Plan and tour of duties.
  - b) Site inspection, to be signed by the respective Resident Manager/Officer-In-Charge or authorized representative of the subject entity. If the site inspection cannot be submitted due to restrictions imposed by the local or national government or due to any unavoidable circumstance without fault on the part of the SECURITY AGENCY, an Affidavit of Undertaking that site inspection shall be conducted shall be submitted during the Post Qualification stage.
  - c) Detailed measures and innovations to be undertaken to ensure that the entries and exits of all persons to and from the premises of TIEZA Operating Assets are monitored, the loss of TIEZA properties and its personnel's personal effects are avoided, and harm to said persons and properties is prevented.
  - d) Detailed measures and protocol for fortuitous events such as bomb threat, fire, robbery, hostage situation, terrorism, or natural calamity.
  - e) VIP Protocol such that security personnel shall not be utilized as bodyguard of the VIP/s. Instead, the Agency must include in its security plan policies that will be applied whenever the entity has VIP Guests to maintain the confidentiality of the latter's profile and for proper coordination with the security personnel of the VIP.
12. The SECURITY AGENCY shall provide its guards with proper agency uniforms, visible identification badges, and appropriate personal protective equipment (PPE), when necessary.



13. The SECURITY AGENCY shall provide all its security personnel, while on duty at the TIEZA Operating Asset, the following, unless stated otherwise:

- a) ultra-high frequency (UHF) handheld radios and one (1) extra unit per entity to be stationed at the office of the Resident Manager/Officer-In-Charge;
- b) cellular phone/s for the security guard to serve as backup in case a problem with the existing radio communication arises, to ensure continuity of communication among the security personnel;
- c) original, branded and duly licensed 9mm pistol with 11 rounds of ammunitions;
- d) nightsticks;
- e) handcuffs;
- f) whistle;
- g) flashlights with batteries;
- h) rechargeable/ emergency lamp;
- i) first aid kit;
- j) raincoats and rubber boots (to rove during rainy days);
- k) under chassis mirror;
- l) handheld metal detectors; and
- m) security reflector vest.

TIEZA reserves the right to conduct inspection on the presence of the foregoing requirements to ensure compliance.

14. The SECURITY AGENCY shall correct any shortcomings on its part on the delivery of services to the satisfaction of the TIEZA Operating Asset, which shall not be limited to the replacement of any guard or needed security equipment within 24 hours upon receipt of a written report from TIEZA.

15. The SECURITY AGENCY shall provide one (1) unit motorcycle with sidecar for its security guards to be used in connection with its security services. During the opening of bids, bidders shall submit the following:

- a) copy of the Official Receipt, Certificate of Registration and photo of the motorcycle to be provided for the subject entity; or
- b) Affidavit of Undertaking, if the motorcycle as mentioned above is not yet available.

## V. TERMS AND CONDITIONS OF THE CONTRACT

1. *Performance Evaluation and Criteria.* The SECURITY AGENCY shall maintain a satisfactory level of performance for the duration of this Contract, to be evaluated based on the following criteria:

- a) safety enforcement;
- b) quality of service rendered;
- c) time management, and timeliness in the delivery of services,
- d) behavior, management and suitability of personnel;
- e) response to complaints;
- f) conformity of technical requirements;
- g) compliance with set office policies;
- h) contract administration and management; and
- i) provision of regular progress reports on the security status of TIEZA's premises in accordance with the security plan.

2. *Performance-based Termination and Replacement of Guards.* Based on the performance evaluation subject of the preceding item, TIEZA, in its sole discretion, may terminate



this Contract in case the SECURITY AGENCY fails to perform any of its obligations as enumerated in Section IV (Scope of Work). Likewise, TIEZA may order the replacement of guard/s in case of unsatisfactory individual performance or non-compliance with the required security services.

On the fifth (5) and tenth (10) month of the security service contract implementation, the Resident Manager or Officer-In-Charge shall conduct an assessment evaluation of the performance of the security agency based on the set of performance criteria prescribed by TIEZA (copy attached as Annex "B").

3. *Reassignment, Increase or Decrease of Guards.* TIEZA shall, by written request, have the right to reassign within location and increase or decrease the number of guards assigned at specific areas depending upon the security demands of its offices, subject to the adjustment of the payment considerations hereof, if applicable.
4. *Indemnity.* The SECURITY AGENCY shall be responsible for losses and/or damages suffered by TIEZA, its officers, employees and guests, and their properties by reason of the willful, unlawful or negligent act or omission of the SECURITY AGENCY or any of its personnel or representative.
5. *Solidary Liability of the Security Agency in case it is a Joint Venture.* In case the SECURITY AGENCY as a supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to TIEZA.
6. *Liquidated Damages.* In the event that the SECURITY AGENCY fails to satisfactorily perform the services stipulated in these Terms of Reference, inclusive of duly granted time extensions, if any, TIEZA shall, without prejudice to its other remedies under the Conditions of Contract and other applicable laws, deduct from the Contract Price as liquidated damages the applicable rate of one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance.

In the event that the total sum of liquidated damages for such delay or inability by the SECURITY AGENCY to perform its obligations exceeds 10% of the Contract Price, TIEZA may rescind or terminate this Contract upon giving the SECURITY AGENCY a written notice at least five (5) calendar days prior to the intended date of termination, without prejudice to other courses of action and remedies available to it.

TIEZA need not prove that it has incurred actual damages to be entitled to liquidate damages from the SECURITY AGENCY, and the same shall not be by way of penalty. TIEZA reserves the right to deduct any and all of the liquidated damages from any money due or which may become due to the SECURITY AGENCY under this Contract and/or from the warranty security or other securities posted by the SECURITY AGENCY, as TIEZA may deem convenient and expeditious under the prevailing circumstance.

7. *Non-Liability.* The Security Service Contract to be entered into by the parties does not create an employer-employee relationship between TIEZA and any of the SECURITY AGENCY's personnel. The SECURITY AGENCY agrees to hold TIEZA entirely free and harmless from any liability, cause or causes of action, or claims which may be filed by any or all of its security guards by reason of his/her/their employment under this Contract, under the provisions of Republic Act No. 602, otherwise known as the "Minimum Wage Law", Republic Act No. 4119, otherwise known as the "Workmen's Compensation Act", the Labor Code of the Philippines, and any other applicable laws



and issuances which are already in effect, or which may hereafter be enacted, it being expressly agreed and understood that there is no privity between them and TIEZA. The SECURITY AGENCY shall indemnify and/or reimburse TIEZA should the latter pay in advance any said claim, including damages incurred in connection therewith.

8. *Confidentiality.* The SECURITY AGENCY agrees that the services covered by this Contract are strictly confidential and that a breach of any of the Terms and Conditions thereof may subject TIEZA to the compromise of its security, financial, material and operational loss, and therefore, the SECURITY AGENCY hereby agrees as follows:
  - a) The SECURITY AGENCY and any of its personnel shall not, during the term of this Contract or anytime thereafter, reveal, disclose or furnish in any manner to any person, natural or juridical, any information relating to TIEZA which the SECURITY AGENCY or its personnel may have acquired or which came to their knowledge or possession during the performance of their obligations to TIEZA.
  - b) Only individuals who are expressly authorized in writing by TIEZA shall be allowed by the SECURITY AGENCY to have access to the documents/records in the custody of the latter. For this purpose, TIEZA shall inform the SECURITY AGENCY in writing of the persons authorized to have access to said documents/records.
  - c) The SECURITY AGENCY shall prevent any unauthorized person from gaining access to the documents/records described in the preceding Item.
9. *Non-waiver of Rights.* The failure of TIEZA to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that it may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which in turn shall continue to be in full force and effect. No waiver by TIEZA of any of its rights under these Terms of Reference and this Contract shall be deemed to have been made unless expressed in writing and signed by it. TIEZA shall not be considered estopped due to the mistake, negligence, or omission of its employees and officers.
10. *Severability.* If any provision of this Contract or of any of its attachments should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.
11. *Binding Effect and Assignment of Rights.* This Contract shall be binding upon the SECURITY AGENCY, its partners, successors-in-interest, legal representatives and assigns. Notwithstanding the foregoing, the SECURITY AGENCY shall not in any manner assign or transfer its rights and obligations under this Contract without the prior written consent of TIEZA.
12. *Contract Amendment.* Subject to applicable laws, this Contract may be amended or modified in writing upon mutual agreement of TIEZA and the SECURITY AGENCY.
13. *Application.* Should there be any conflict or inconsistency between the provisions, terms and conditions set forth in these Terms of Reference and those provided in the General and Special Conditions of Contract, the former shall prevail.



## **VI. VENUE OF ACTION**

In case of conflict or dispute between TIEZA and the SECURITY AGENCY arising from this Contract, both parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their conflict/dispute. In case of non-payment, the SECURITY AGENCY may file a Money Claim with the pertinent government tribunal or office. However, should the dispute between the parties reach the courts of law, the parties agree that the competent courts of Pasay City, Metro Manila or competent courts of the city or municipality where the TIEZA main office will be located should it move to another location after the execution of the Contract. The aforesaid courts shall have exclusive venue to the exclusion of all other courts or tribunals.

## **VII. CONTRACT DURATION**

The contract for this Project shall be effective for **three (3) years** from the date of the SECURITY AGENCY's receipt of the Notice to Proceed.

## **VIII. MODE OF PAYMENT**

1. Payment to the SECURITY AGENCY shall be made only for services actually rendered by it.
2. At the end of each month, the SECURITY AGENCY shall submit a Billing Statement, supported by:
  - a) certification of duty, duly signed, with name of guards and Daily Time Records (DTRs) of each guard showing the actual number of days and hours attended for each period, noted by the Officer-in-Charge or the Security Agency's Authorized Representative and validated by the Resident Manager/Officer-In-Charge or TIEZA's authorized representative;
  - b) security post/detachment report; and
  - c) copies of the previous month's pay slips, evidence of receipt of salary and wages by security guards, proof of remittance of premiums to PhilHealth, PAG-IBIG, SSS and the Employees' Compensation Commission (ECC).

No payment shall be made by TIEZA without the submission of the aforementioned requirements.

## **IX. APPROVED BUDGET FOR THE CONTRACT**

This Project shall be open to the public for bidding with an Approved Budget for the Contract (ABC) amounting to **Forty-Four Million Three Hundred Ninety-Six Thousand Pesos (P44,396,000.00)** only.

- A. Computation for three (3) years Contract based on PADPAO Rates on eight (8) hours and twelve (12) hours per shift at Club Intramuros Golf Course.
- B. Total approved ABC for three (3) years for thirty (30) Security Guards:

OPERATING ASSET	LOCATION	NO. OF SECURITY GUARDS	ABC (In Php)	
			Year	Amount
Club Intramuros Golf Course	Intramuros, Manila	30	CY 2024 (PADPAO Rates as of 01 Feb 2024)	12,785,000.00
			CY 2025 (plus 15% increase)	14,703,000.00
			CY 2026 (plus 15% increase)	16,908,000.00
<b>TOTAL</b>		<b>30 SGs</b>	<b>Php44,396,000.00</b>	

### **COST DISTRIBUTION PER MONTH**

1. Wage Order No. NCR-24 – National Capital Region (NCR) effective 01 February 2024

**[See attached Philippine Association of Detective and Protective Agency Operators (PADPAO), Inc. REVISED Cost Distribution per Month]**

2. The bid price should include and indicate the breakdown of detailed cost distribution per month based on PADPAO guidelines.
3. It shall likewise include the following cost components:
  - a) Administrative Cost - 24%
  - b) VAT - 12% (RMC-39-2007)
4. The bid price for three calendar years shall be fixed and shall not be adjusted during the contract implementation, except in the following cases:
  - a) increase in minimum daily wage pursuant to law or new wage order issued after date of bidding;
  - b) increase in taxes;
  - c) increase in mandatory government contributions such as but not limited to PhilHealth, PAG-IBIG, and SSS;
  - d) change in PADPAO rates; and
  - e) if during the term of the contract, TIEZA sees the need for an increase or decrease in the number of security guards, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.



**X. BASIS FOR EVALUATION OF AWARD**

Evaluation and award of contract shall be in accordance with the provisions of Republic Act No. 9184.

PREPARED:

  
**MYLENE A. MAGSINO**  
*Resident Manager, CIGC*

REVIEWED:

  
**MARY JANE S. ANDRES**  
*Tourism Coordinator, Operations Department*

NOTED:

  
**Atty. SHAGRILA C. QUEZON**  
*Manager, Operations Department*

RECOMMENDING APPROVAL:

  
**JETRO NICOLAS F. LOZADA**  
*Assistant Chief Operating Officer  
Assets Management Sector*

APPROVED/DISAPPROVED:

  
**MARK T. LAPID**  
*Chief Operating Officer*

## **ANNEX "A"**

### **SET OF MINIMUM REQUIREMENTS SECURITY SERVICES**

#### **1. STABILITY**

(a) **Years of Experience** – At least five (5) years from the date of bid submission

(b) **Liquidity of the Contractor**

Net Financial Contracting Capacity (NFCC) at least equal to ABC, which is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

**The value of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the Bureau of Internal Revenue (BIR).**

(c) **Organizational Set-up** – Submit Organizational Chart

#### **2. RESOURCES**

(a) **Number of Licensed Firearms**

- Thirty (30) Security Guards (1 firearm per Security Guard on duty)
- All firearms to be issued to security guards while on duty shall be original, branded and duly licensed 9mm pistol with 11 rounds of ammunitions. TIEZA reserves the right to conduct inspection to ensure compliance to this requirement.

(b) **Number and Kind of Communication Devices**

- One (1) unit mobile phone for the Club Intramuros Golf Course (CIGC) guard while on duty
- Licensed ultra-high frequency handheld radios for the for thirty (30) security guards at the CIGC while on duty
- One (1) extra unit of handheld radio to be stationed at the office of the Resident Manager/Officer-In-Charge

(c) **Number and Kind of Vehicle**

One (1) unit motorcycle with sidecar to be stationed at the Club Intramuros Golf Course

(d) **Number of Licensed Guards**

Actual number of guards plus 10 percent (10%)  
[30 Guards + 3 (10%) = 33 Security Guards]

After receipt of the Notice to Proceed (NTP) but before deployment, the Security Agency must provide the Operating Asset with a complete and up-to-date list, photograph and Personal Data Sheet (PDS) of the security guards to be assigned at the designated TIEZA Assets. In case of a replacement, the PDS with picture of the new security guard/s must be submitted for evaluation by the end user.

### **3. SECURITY PLAN**

- Site inspection, to be signed by the respective Resident Manager or Officer-In-Charge of the subject entity. A letter requesting to conduct site inspection shall be addressed to the Resident Manager or OIC at least two (2) days prior to scheduled inspection. If the site inspection cannot be submitted due to restrictions imposed by the local or national government or due to any unavoidable circumstance, beyond the control and without fault on the part of the SECURITY AGENCY, an Affidavit of Undertaking that site inspection shall be conducted shall be submitted during the Post Qualification stage.
- Operational Plan and Tour of Duties.
- Detailed measures and innovations to ensure that the entries and exits of all persons to and from the premises of the TIEZA Operating Asset are monitored, the loss of TIEZA properties and its personnel's personal effects are avoided, and harm to said persons and properties is prevented.
- Detailed measures and protocol in the event of fire, robbery, hostage situation, bomb threat, terrorism and other *force majeure* and fortuitous events.
- VIP Protocol.

### **4. OTHER FACTORS**

#### **(a) Recruitment and Selection Criteria for each Security Guard**

- Filipino citizenship
- High school graduate with at least three (3) years of related experience in the security service industry for the SGs.
- College level with at least three years of supervisory experience in the security service industry for the OIC.
- Basic Computer literacy (at least two security guards, to be assigned in different shifts)
- Closed circuit television (CCTV) security system operation capability (at least two security guards, to be assigned in different shifts or one per shift).
- Medical certificate (physical fitness)  
Neurological/psychiatric test clearance (psychological fitness)
- Possession of necessary license and pertinent trainings
- NBI Clearance
- Drug test clearance from government or DOH-accredited hospitals, laboratories or other institutions
- COVID-19 test clearance
- Certification issued by the Security Agency that all their security guards have attended a Basic COVID-19 awareness seminar



- First Aid Training Certificate, valid within six months from the date of submission of the bidder's proposal
- Possession of good moral character, without pending criminal case before any court or body, and has not been convicted by final judgment of any crime

**(b) Completeness of Prescribed Uniforms**

- cap, white long sleeves collar neck tie, blue pants, black shoes

**(c) Other Paraphernalia**

- nightsticks
- handcuffs
- whistle
- flashlights with batteries
- rechargeable/ emergency lamp
- first aid kit
- raincoats and rubber boots (to rove during rainy days)
- under chassis mirror
- handheld metal detectors
- security reflector vest

**(d) Company Manual of Operations** that includes disciplinary measures

- (e) Protective equipment**, such as but no limited to: protective eye covering/face shield, face mask, disposable gloves, alcohol or alcohol-based hand sanitizer, disinfecting solution, and other equipment necessary during their duty, for the health, safety and protection of the security guards while on duty.

## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

### BID FORM

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

Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

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


(if none, state "None") ]

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

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

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

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

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

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

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

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

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

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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



## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

### **[Jurat]**

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

**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 costs 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: \_\_\_\_\_

