

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

**SECURITY SERVICES FOR TIEZA NON-OPERATING
PROPERTIES IN LUZON FOR PERIOD OF THREE (3) YEARS AS
PER PR. NO. 24-04-0215**

*Thirty Seven Million One Hundred Twenty Eight Thousand Five Hundred
Nine Pesos and Ninety One Centavos Only (P 37,128,509.91)*

**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 SERVICES FOR TIEZA NON-OPERATING PROPERTIES IN LUZON FOR PERIOD OF THREE (3) YEARS AS PER PR. NO. 24-04-0215

(Re-bidding)

Project Identification/Invitation to Bid No. **24-07-0012**

1. The *Tourism Infrastructure and Enterprise Zone Authority*, through the *Approved Corporate Budget* intends to apply the sum of ***Thirty Seven Million One Hundred Twenty Eight Thousand Five Hundred Nine Pesos and Ninety One Centavos Only (P 37,128,509.91)*** being the ABC to payments under the contract for the **SECURITY SERVICES FOR TIEZA NON-OPERATING PROPERTIES IN LUZON FOR PERIOD OF THREE (3) YEARS AS PER PR. NO. 24-04-0215**. 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



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





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copy to the BAC Secretariat's email. An instruction to settle thru bank deposit will be given thereafter.

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.

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 7th 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



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contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

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

For purchase of bidding documents: tieza.bacsecretariat@gmail.com

ATTY. NIÑO RUPERTO F. AQUINO

Chairperson

Bids and Awards Committee



BAGONG PILIPINAS

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 SERVICES FOR TIEZA NON-OPERATING PROPERTIES IN LUZON FOR PERIOD OF THREE (3) YEARS AS PER PR. NO. 24-04-0215.**, with project identification number/ IB no. **24-07-0012**

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 ***Thirty Seven Million One Hundred Twenty Eight Thousand Five Hundred Nine Pesos and Ninety One Centavos Only (P 37,128,509.91)***

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 7th 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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security 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

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

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"> a. A single contract similar to the items to be bid and must be at least fifty percent (50%) of the ABC. 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.
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"> 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 b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.
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"> - - Medical Certificate for each security guard stating that he/she is physically fit to work and perform detailed activities; - 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; - Neurologic/Psychiatric test clearance for each security guard, valid within six (6) months from the date of submission of the bidder's proposal; - First Aid Training Certificate for each security guard, valid within six (6) months from the date of submission of the bidder's proposal; and - Private Security License Card, for each security guard, issued by SOSIA and clearance issued by the National Bureau of Investigation (NBI), valid

	<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"> - Site Inspection signed by the respective Resident Manager or Officer in Charge or Affidavit of Undertaking including security plan.
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"> • No additional requirement

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>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<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>Spare Parts –</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"> 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 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) 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>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	SECURITY SERVICES FOR TIEZA NON-OPERATING PROPERTIES IN LUZON FOR PERIOD OF THREE (3) YEARS AS PER PR. NO. 24-04-0215		Php (<i>P</i>) <i>37,128,509.91</i>	(please see the attached Terms of Reference)
	<p>Security Services for Luzon Non-Operating Properties</p> <p>Based on PADPAO rates issued on February 1, 2024 for the 3 year contract</p> <p>Note: Scope of Services and Budget breakdown is reflected in the terms of reference</p> <p>As indicated in the attached Terms of Reference</p>			

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	SECURITY SERVICES FOR TIEZA NON-OPERATING PROPERTIES IN LUZON FOR PERIOD OF THREE (3) YEARS AS PER PR. NO. 24-04-0215	
	<p>Security Services for Luzon Non-Operating Properties</p> <p>Based on PADPAO rates issued on February 1, 2024 for the 3 year contract</p> <p>Note: Scope of Services and Budget breakdown is reflected in the terms of reference</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.

TOURISM INFRASTRUCTURE AND ENTERPRISE ZONE AUTHORITY (TIEZA)

TERMS OF REFERENCE

SECURITY SERVICES FOR TIEZA NON-OPERATING PROPERTIES in LUZON

I. INTRODUCTION

The Tourism Infrastructure and Enterprise Zone Authority (TIEZA) is a Government Owned and Controlled Corporation created under Republic Act No. 9593 and an attached body corporate of the Department of Tourism (DOT).

The TIEZA principal office is located at 6th & 7th Floor, Tower I, Double Dragon Plaza, Double Dragon Meridian Park, Macapagal Park, Macapagal Avenue corner EDSA Extension Bay Area, Pasay City 1302.

The TIEZA through its Bids and Awards Committee is inviting interested and qualified parties to bid for the provision of Security Services for its various Non-Operating properties located in Luzon, specifically the following:

Table 1. Required Security Personnel for Non-Operating Properties

TIEZA Property	Location	Number of Guards
Agoo Playa	Agoo, La Union	4
Marcos Park	Pugo, La Union/ Tuba, Benguet	4
Paoay Properties	Paoay, Ilocos Norte and Laoag City	5
San Fabian PTA Beach Resort	Barangay Bolasi, San Fabian, Pangasinan	4
Pagsanjan	Pagsanjan, Laguna	3
Matabungkay	Lian, Batangas	4
Talisay	Talisay, Batangas	2
TOTAL		26

II. BIDDING ON THE PROCUREMENT OF SECURITY SERVICES

Pursuant to Section 5 (h) of RA 9184, as reiterated in Section 5 (k) of its Implementing Rules and Regulations (IRR), procurement of general support services, including non-personal or contractual services, such as security and janitorial services, falls under the definition of goods. Thus, for purposes of bidding in the procurement of security services for TIEZA Non-Operating Properties, the winning bid shall be determined by the lowest calculated and responsive bid.

In order, however, to achieve proper and efficient procurement of requirements of TIEZA security services for Non-Operating Properties, the Bids and Awards Committee (BAC) shall also take into consideration, aside from the cost, other factors determining 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 legislations.

The minimum requirements prescribed on this Terms of Reference shall be used as basis in evaluation of the technical proposal of the bidder. Compliance of the bidder to said minimum requirements shall be determined using a "pass-fail system".

Correspondingly, the approved Budget for the Contract (ABC) for the specific area would be the basis for the computation of the Bid Security.

III. CONTRACT DURATION

The Proposed contract for SECURITY SERVICES for the TIEZA Non-Operating Properties shall be effective for Three (3) years from the issuance of the "Notice to Proceed".

IV. QUALIFICATIONS

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.

2. The SECURITY AGENCY must submit a Certificate of No Delinquency of monthly premium payments for both itself and its employees for the last six 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).
3. The SECURITY AGENCY must submit its latest Certificate of Compliance to 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.
4. The Lowest/Single Calculated and Responsive Bidder shall submit the following as Post-Qualification Requirements:
 - a) A medical certificate for each security guard stating that he/she is physically fit to work and perform detailed activities;

- b) A 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) A neurologic/psychiatric test clearance for each security guard, valid within six months from the date of submission of the bidder's proposal; and
 - d) For each security guard, a Private Security License Card issued by the SOSIA, clearances issued by the National Bureau of Investigation, the PNP, and the barangay where he/she resides, all of which must be 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.
5. The SECURITY AGENCY must have a financial capacity to directly pay at least three months in advance of the amount of the salary and wages in favor of its employees.

V. TECHNICAL REQUIREMENTS

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

1. MANPOWER

- a. The SECURITY AGENCY shall provide TIEZA non-operating properties with sufficient number of guards for the different properties in the Luzon Areas who are qualified, licensed, well-trained, appropriately armed and sufficiently equipped to guard and protect its premises and properties TWENTY FOUR (24) HOURS daily, including Saturdays, Sundays, and Holidays.
- b. The SECURITY AGENCY must ensure that the security personnel is a Filipino citizen, physically and mentally fit, with good moral character and reputation, courteous, alert and must provide proof that the security personnel is without previous record of conviction nor pending criminal case in the form of a Clearance to be issued by the NBI, PNP and Barangay.
- c. The SECURITY AGENCY shall ensure that the personnel must have the following:
 - At least three (3) years of related experience;
 - With adequate knowledge in the local dialect of the area/premises, Tagalog and English;
 - Must undergo and pass the required Neuro/psychiatric, and drug test clearances with certification from government or PNP/ NBI DOH-accredited hospitals/laboratories or other institutions valid within 6 months from Date of Submission of Bids.
 - He/She must be reliable, honest, courteous and professional;
- d. The SECURITY AGENCY shall see to it that the assigned security guards possessed relevant training appropriate for the position and undergone

pre-licensing Training programs for new recruits, or Refresher Training Programs for security guards with more than one (1) year experience.

Provided the items above shall be supported with regular license (Private Security License Card).

Provided further that both regular license (Private Security License Card) and NBI Clearance shall be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation.

2. SECURITY PLAN

- a. Must submit Operational Plan and Tour of Duties.
- b. Site Inspection is mandatory, to be signed by the respective Caretakers assigned at the respective property.
- c. Detailed measures and innovations to be undertaken to ensure the entry and exits of personnel /TIEZA employees/visitors are monitored, loss of equipment and valuables are avoided, and threat to the property and personnel /TIEZA employees/visitor is prevented.
- d. Detailed measures and protocol for bomb threat, fire, robbery, hostage situation, rebellion, terrorism and natural calamities.
- e. VIP Protocol –security personnel will not be utilized as bodyguard of the VIP/s. Instead, the SECURITY AGENCY must include in their security plan, policies and plans to maintain the confidentiality of the guests and for proper coordination with the security personnel of the VIP.

VI. SCOPE OF SERVICES

1. Effectively and continuously safeguard and protect:
 - a. The Officers and employees, and guest of TIEZA from malicious mischief, assault and other unlawful and destructive persons;
 - b. Its premises and properties from theft, pilferage, robbery, damage or loss, trespass, assault or other unlawful, and destructive acts by any person.
2. Enforce various office rules and regulation which TIEZA may promulgate from time to time.
3. Provide consistent and quality security services 24 hours daily to the TIEZA Non-Operating Properties with qualified, licensed, bonded, uniformed, highly-trained and armed security guards, and one (1) Detachment Commander per area who shall guard and protect the properties and premises and perform their duty inclusive of Saturdays, Sundays, and Holidays, and who shall be posted and distributed in accordance with the approved security plan and/or TIEZA instructions as may be relayed from time to time.

VII. DUTIES AND RESPONSIBILITIES OF SECURITY AGENCY

1. The SECURITY AGENCY must comply with remittances to the government in favor of its security guards, particularly those paid to the Social Security System (*SSS*), Philippine Health Insurance Corporation (*PhilHealth*), Home Development Mutual Fund (*PAG-IBIG Fund*) and Employees Compensation Commission (*ECC*)
2. The SECURITY AGENCY must provide the Business Development Department of TIEZA with a complete and up-to-date list and photograph of the Security Guards assigned to the designated TIEZA Non-Operating Properties.
3. The SECURITY AGENCY will provide a minimum of **twenty-six (26)** security guards to be assigned to the abovementioned TIEZA Non-Operating Properties with corresponding designated number of security guards.
4. The SECURITY AGENCY shall station appropriate number of security guards at designated strategic points within TIEZA Non-Operating Properties premises as well as roving guards especially at nighttime to ensure that no trespassing or other illegal activities are conducted within the TIEZA Non-Operating Property premises. A Security Plan shall be submitted by the SECURITY AGENCY.
5. The SECURITY AGENCY shall secure the ingress and egress within the premises of all persons or vehicles and things/materials brought in and out of said premises including the conduct of reasonable check on persons and properties as normally done in public or private establishments and places for purposes of ensuring safety and security against unauthorized persons, vehicles, and/or things or materials.
6. The SECURITY AGENCY shall make the necessary written reports of any incident to TIEZA management and/or lawful authorities, as necessary, for purposes of police and other official investigations.
7. The SECURITY AGENCY-assigned personnel shall be provided with proper agency uniforms and visible identification badges. They must also be duly licensed, in accordance with the certification required of their profession and assigned post.
8. The SECURITY AGENCY shall correct any defects in the delivery of services which shall not be limited to replacement of any guard and needed security equipment, within twenty four (24) hours upon receipt of the valid written report or complaint. The correction of defects must be acceptable to TIEZA.
9. The SECURITY AGENCY shall be equipped with original, branded and duly licensed firearms and ammunitions necessary in the course of their security enforcement and maintenance of peace and order at the premises of the non-operating property and immediate vicinity.

10. The SECURITY AGENCY shall provide one (1) unit appropriate vehicle transport equipment per property for its security guards to be used in connection with its security services.
11. Rates of Security Guards shall be based on a maximum of twelve (12) hours shift per day as follows:

Twelve (12) Hours shift per day
 1. Agoo Playa Property – 4 Guards
 2. Marcos Park – 4 Guards
 3. Paoay Properties – 5 Guards
 4. San Fabian PTA Beach Resort– 4 Guards
 5. Pagsanjan Garden Resort – 3 Guards
 6. Matabungkay Property – 4 Guards
 7. Talisay Property – 2 Guards
12. All guards to be assigned hereunder must first be introduced by the SECURITY AGENCY to and accepted by the TIEZA. Assignment, details, substitution, and deployment specifics shall be set forth in the appropriate contract.
13. The security guards must be ready to perform other tasks as may be required by TIEZA Management related to security, safety, and protection such as registration of visitors, inspection of bags or cargo (in and out), inspection of vehicles, escorting VIP's and other administrative functions.
14. For the faithful compliance of the terms and conditions of this contract, the SECURITY AGENCY shall be required to post a performance bond in favor of TIEZA in the equivalent amount and form according to a schedule provided in the bid documents.
15. The SECURITY AGENCY shall be responsible for the losses and damages suffered by TIEZA and guests made known to the latter within a reasonable period from the time of loss or occurrence, provided that such losses or damages are not due or traceable to the negligence on the part of the TIEZA personnel and its guests.

VIII. 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;
 - d) Management and suitability of personnel;
 - e) Contract administration and management; and
 - f) 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 of the SECURITY AGENCY's failure to perform any of its obligations as enumerated in Section IV – Scope of Work of this Terms of Reference. Likewise, TIEZA may order replacement of guard/s in case of unsatisfactory individual performance or non-compliance with the required security services.
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 this 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.

If 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 written notice at least five calendar days prior to the intended date of termination, without prejudice to other courses of action and remedies open to it.

TIEZA needs 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. *Hold Harmless.* 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 RA 602, otherwise known as the Minimum Wage Law, RA 4119, otherwise known as the Workmen's Compensation Act, and any other related law or laws which are already in

effect, or which may hereafter be enacted, it being expressly agreed and understood that there is absolutely no privity between them and TIEZA, and that they are not employees of TIEZA, and 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 by the SECURITY AGENCY 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, firm or corporation, any information relating to TIEZA which the SECURITY AGENCY or its personnel may have acquired, or which came to its/their knowledge or possession during the performance of their obligations to TIEZA.
 - b) Only persons 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 SECURITY AGENCY. 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 TIEZA 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 this Terms of Reference and this Contract shall be deemed to have been made unless expressed in writing and signed by it.
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, its 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 this Terms of Reference and those provided in the General and Special Conditions of Contract, the former shall prevail.

14. Provisions indicated in Annex A, B, C, & D as attached of this Terms of Reference and made as integral part hereof:

IX. EQUIPMENT TO BE SUPPLIED BY THE SECURITY AGENCY

All assigned guards including the Detachment Commander shall be equipped with licensed VHF hand-held radios. In addition, the SECURITY AGENCY shall provide cellular phone/s to Detachment Commander and/or shift-in-charge that will serve as back up in case problems arise in existing radio communication system.

LIST OF FIREARMS AND AMMUNITIONS

Table 2. List of Firearms and Ammunitions

TIEZA Property	Location	Firearm Type	Quantity	Ammunitions
Agoo Playa	Agoo, La Union	9mm pistol	1 per guard	15 rounds
Marcos Park	Pugo, La Union/ Tuba, Benguet	9mm pistol	1 per guard	15 rounds
Paoay Properties	Paoay, Ilocos Norte and Laoag City	9mm pistol	1 per guard	15 rounds
San Fabian PTA Beach Resort	Barangay Bolasi, San Fabian, Pangasinan	9mm pistol	1 per guard	15 rounds
Pagsanjan	Pagsanjan, Laguna	9mm pistol	1 per guard	15 rounds
Matabungkay	Lian, Batangas	9mm pistol	1 per guard	15 rounds
Talisay	Talisay, Batangas	9mm pistol	1 per guard	15 rounds

All firearms to be issued to security guards must be original, branded and duly licensed. In addition to the above firearms/ammunitions, the security guards are required to have nightsticks, handheld metal detectors and under chassis mirror as additional paraphernalia to complement the issued firearms.

X. MODE OF PAYMENT

1. Notwithstanding the stipulated contract price, the SECURITY AGENCY shall be paid only for the services rendered by its security guards.

2. At the end of the month, after delivery of the security services to the project site, the SECURITY AGENCY shall submit monthly billing statement and the Daily Time Records (DTR) of the security guards, which shall be validated by the procuring entity's authorized representative with attached detailed daily reports of any significant events or inputs in a logbook should also be submitted.

Payroll Presentation should indicate the following:

- Daily Time Records
- Name of the Security Guard
- Actual number of hours and days rendered for the period
- Duly signed by the assigned Caretaker, Guard and its Detachment Commander

In case of no authorized representative, the logbook and certification from the supervising Detachment Commander should be attached.

3. No request for payment shall be approved or granted unless supported by the validated billing statement and DTR's.
4. Submission of reports should be accompanied with attached previous copies of pay slips and evidence of receipt by the security guards in addition to proof of remittance of premiums to SSS, PhilHealth, PAG-IBIG Fund and ECC for the benefit of the security guards.

XI. APPROVED BUDGET FOR THE CONTRACT OF THREE YEARS

1. The Financial Proposal shall reflect the breakdown of all costs, necessary for the execution of the contract, as follows:
 - a. Computation for Three (3) Years Contract based on the PADPAO Rates based on Twelve (12) hours work per day for , Agoo Playa, Marcos Park, Paoay Properties, San Fabian, Pagsanjan Garden Resort Matabungkay Property, Talisay Property .

PROPERTY	COST BREAKDOWN		Number of Guards MONTHLY BUDGET (Philippine Peso)	ANNUAL BUDGET
	Day Shift	Night Shift		
1. Agoo Playa Property (Agoo, La Union) 12 hours duty				
	2 guards	2 guards		
a. Total Amount to Guard & Gov't	28,576.74	29,294.49		
b. Agency Fee	6,429.77	6,597.11		
c. Value Added Tax	771.57	791.65	4 guards @	
	35,778.08	36,683.25	144,922.66	1,739,071.92
2. Marcos Park (Tuba, Benguet & Pugo, La Union) 12 hours duty				
	2 guards	2 guards		
a. Total Amount to Guard & Gov't	28,576.74	29,294.49		

b. Agency Fee	6,429.77	6,597.11		
c. Value Added Tax	771.57	791.65	4 guards @	
	35,778.08	36,683.25	144,922.66	1,739,071.92
3. Paoay Properties (Paoay & Laoag, Ilocos Norte) 12 hours duty				
	2 guards	3 guards		
a. Total Amount to Guard & Gov't	28,576.74	29,294.49		
b. Agency Fee	6,429.77	6,597.11		
c. Value Added Tax	771.57	791.65	5 guards @	
	35,778.08	36,683.25	181,605.91	2,179,270.92
4. San Fabian PTA Beach Resort (Barangay Bolasi, San Fabian, Pangasinan) 12 hours duty				
	2 guards	2 guards		
a. Total Amount to Guard & Gov't	28,576.74	29,294.49		
b. Agency Fee	6,429.77	6,597.11		
c. Value Added Tax	771.57	791.65	4 guards @	
	35,778.08	36,683.25	146,854.04	1,739,071.92
5. Pagsanjan Garden Resort (Pagsanjan, Laguna) 12 hours duty				
	2 guards	1 guard		
a. Total Amount to Guard & Gov't	27,933.41	28,634.66		
b. Agency Fee	6,285.02	6,468.83		
c. Value Added Tax	754.20	776.26	3 guards @	
	34,972.63	35,879.75	105,825.01	1,269,900.12
6. Matabungkay Property (Lian, Batangas) 12 hours duty				
	2 guards	2 guards		
a. Total Amount to Guard & Gov't	27,933.41	28,634.66		
b. Agency Fee	6,285.02	6,468.83		
c. Value Added Tax	754.20	776.26	4 guards @	
	34,972.63	35,879.75	141,704.76	1,700,457.12
7. Talisay Property (Talisay, Batangas) 12 hours duty				
	1 guard	1 guard		
a. Total Amount to Guard & Gov't	27,933.41	28,634.66		
b. Agency Fee	6,285.02	6,468.83		
c. Value Added Tax	754.20	776.26	2 guards @	
	34,972.63	35,879.75	70,852.38	850,228.56
TOTAL			2024	11,217,072.48
			2025 (plus 10% increase)	12,338,779.73
			2026 (plus 10% increase)	13,572,657.70
GRAND TOTAL				37,128,509.91

- b. Total Approved Budget for the Contract of Three (3) Years for Twenty Six (26) Security Guards:

Table 3. Approved Budget Contract

Non – operating Property	Location	Approved Budget for the Contract
Agoo Playa Property	Agoo, La Union	1,739,071.92
Marcos Park	Tuba, La Union	1,739,071.92
Paoay Property	Paoay, Ilocos Norte & Laoag City	2,179,270.92
San Fabian Property	San Fabian, Pangasinan	1,739,071.92
Pagsanjan Garden Resort	Pagsanjan, Laguna	1,269,900.12
Matabungkay Property	Lian, Batangas	1,700,457.12
Talisay Property	Talisay, Batangas	850,228.56
	2024	11,217,072.48
	(Plus 10% increase) 2025	12,338,779.73
	(Plus 10% increase) 2026	13,572,657.70
	GRAND TOTAL	37,128,509.91

COST DISTRIBUTION PER MONTH:

Table 4. Cost Distribution Per Month

	Properties	Region
Wage Order No. RB 1-22	Agoo Playa Hotel	1
	Marcos Park	1
	Paoay Properties	1
	San Fabian PTA Beach Resort	1
Wage Order No. RB IVA-20	Pagsanjan Garden Resort	IVA - CALABARZON
	Matabungkay Properties	IVA - CALABARZON
	Talisay Properties	IVA - CALABARZON

(Kindly see attached PADPAO Cost Distribution per Month)

- The bid price should include and indicate the breakdown of detailed cost distribution per month based on PADPAO guidelines.
- It shall likewise include the following cost components:
 - Administrative Cost - with a minimum of 20% in accordance to approved PADPAO Rates as of February 1, 2024 but not exceeding 24%
 - VAT – 12% (RMC-39-2007)
- The bid price for one calendar year, shall be fixed and not be adjusted during the contract implementation, except in the following cases:
 - Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding exceeds the daily rate specified by TIEZA;
 - Increase of taxes;
 - During the term of the contract when TIEZA justifiably need an increase or decrease the number of Security Guard services, the resulting cost of the

increase or decrease, provided it should not exceed the approved budget for the applicable year.

XII. BASIS FOR EVALUATION OF AWARD

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

Prepared by:



OLIVER T. VITOR

Business Development Analyst A


Noted by:



JANETH CHRISTINE A. OCAMPO

Manager, Business Development Department

Recommending Approval:



JETRO NICOLAS F. LOZADA

*Assistant Chief Operating Officer
Assets Management Sector*

Approved:



MARK T. LAPID

Chief Operating Officer

List of TABLES FOR THE TERMS OF REFERENCE

Table 1. *Required Security Personnel for Non-Operating Properties* 1

Table 2. *List of Firearms and Ammunitions* 9

Table 3. *Cost Breakdown* **Error! Bookmark not defined.**

Table 4. *Approved Budget Contract* 12

Table 5. *Cost Distribution Per Month* 12

SET OF MINIMUM REQUIREMENTS
Security Services

1. STABILITY

a. Years of Experience –

At least five (5) years prior 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) (10)] 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 values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

c. Organizational Set-up

Submit Organizational Chart

2. RESOURCES

a. Number of Licensed Firearms

Actual Number of Guards (1 Guard: 1 Firearm)

Minimum Security Equipment required by TIEZA

- At least twenty four (24) hand-guns with ample ammunition for all seven (7) properties

b. Number and Kind of Communication

One (1) VHF Handheld Radio to all on duty guards per area

Minimum Security Equipment required by TIEZA

- At least fourteen (14) hand-held communication radio (two-way radio) and 1 unit mobile communication radio that will serve as base radio with at least 5 watts power capacity.

c. Number and Kind of vehicle

One appropriate vehicle each for the following TIEZA properties:

TIEZA Property	Location
Agoo Playa	Agoo, La Union
Marcos Park	Pugo, La Union/ Tuba, Benguet
Paoay Properties	Paoay, Ilocos Norte and Laoag City
San Fabian PTA Beach Resort	Barangay Bolasi, San Fabian, Pangasinan
Pagsanjan	Pagsanjan, Laguna
Matabungkay	Lian, Batangas
Talisay	Talisay, Batangas

- d. Number of Licensed Guards
Twenty Six (26) licensed guards

3. SECURITY PLAN

- a. Site Inspection is mandatory, to be signed by the respective Caretakers assigned at the respective property. A letter requesting to conduct site inspection shall be addressed to the manager of Business Development Department at least two (2) days prior to scheduled inspection.
- b. Must submit Operational Plan and Tour of Duties
- c. Detailed measures and innovations to be undertaken to:
 - Ensure monitored entry and exits of personnel
 - Avoid loss of equipment and valuables
 - Prevention of threat to property, TIEZA personnel and guests
- d. Detailed measures and protocol for
 - Bomb threat
 - Fire
 - Robbery
 - Hostage situation
 - Counter-terrorism
 - Natural calamities
- e. VIP Protocols

4. OTHER FACTORS

- a. Recruitment and Selection Criteria
 - Filipino citizen, 27- 45 years old, attained at least Second Year in college education and with 3 years relevant experience
 - For the Detachment Commander, graduate of any bachelor course, preferably criminology with three years of supervisory experience in the security agency industry
 - Has undergone Pre-licensing Training Programs for new recruits, or Refresher Training Programs for security guards with more than one year experience

- Physically and mentally fit with good moral character
- Clearances from Barangay, PNP and NBI
- Knows how to deal pleasantly and courteously with personnel, clients, and the public, supported with a Certification from the Security Agency
- Medical Certificate, neurological/psychiatric test clearance, and drug test clearance from government or DOH-accredited hospitals, laboratories, or other institutions valid within 6 months from Date of Submission of Bids.

Provided that both regular license (Private Security License Card) and NBI Clearance shall be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation.

- b. Completeness of Uniform and Other Paraphernalia
Standard component (Specific List)
Cap, white long sleeves with collar and neck tie, blue pants, black shoes, hand cuffs, metal detector, flashlight, medical kit, pro-baton night stick.
- c. Company Manual of Operations to include disciplinary measures
- d. Notwithstanding the stipulated contract price, the security provider shall be paid only for the services actually rendered by its security guards.

"ANNEX B"

SECURITY PLAN OF THE TOURISM INFRASTRUCTURE AND ENTERPRISE ZONE AUTHORITY

I. MISSION

To conduct comprehensive security operations for the protection of TIEZA Non-Operating Properties, officials, personnel, visitors and properties against assault, arson, mischief, pilferage, robbery, sabotage, terrorism, and theft, including safety measures and response to prevent and minimize loss or damage from calamities and civil disturbance.

II. OBJECTIVE

1. Undertake security measures for effective protection of TIEZA officials, personnel, and Non-Operating Properties
2. Undertake other security operations such as traffic/crowd control and respond to emergencies (man-made or natural)
3. Undertake preventive measures that will deter unauthorized individuals from entering premises of TIEZA Non-Operating Properties
4. Enforce existing TIEZA security rules and regulations on personnel and guests
5. Perform other operations as deemed necessary by TIEZA Management.

III. CONCEPT OF IMPLEMENTATION

1. PRE-DEPLOYMENT PHASE

In coordination with TIEZA Management, the incoming security contractor shall organize an advance team who will conduct a pre-deployment orientation on-site. At the expense of the winning bidder, the said advance team will render duties upon winning the contract.

2. SERVICE TAKE OVER/DEPLOYMENT PHASE

- a. The incoming security force listed in the manning detail order must attend a briefing to be conducted by TIEZA Assets Management Sector. Thereafter, they shall be posted alongside with the designated caretaker to get acquainted with their assignments.
- b. The authorized representative of TIEZA shall be required to make proper endorsement of accountability to the authorized representative of the incoming security contractor.

- c. A list of the incoming security personnel at the assigned TIEZA Non-Operating Properties together with their individual bio-data and licenses and mandatory clearances (as stipulated in the Bid Documents) shall be submitted three (3) days in advance to the TIEZA Assets Management Sector for scrutiny and approval.
- d. During the actual takeover of duties at the assigned TIEZA Non-Operating Properties, the Security Guards shall be accompanied and closely supervised by the assigned Detachment Commander or Operations Manager of the Security Agency assigned in the Area.
- e. All incoming security personnel who will assume to take over duties shall report in proper uniform with head gears and paraphernalia, prescribed equipment (as prescribed in the submitted Technical Proposal) and all necessary documents such as duty detail order, guard's license, copy of firearms license, individual company ID.

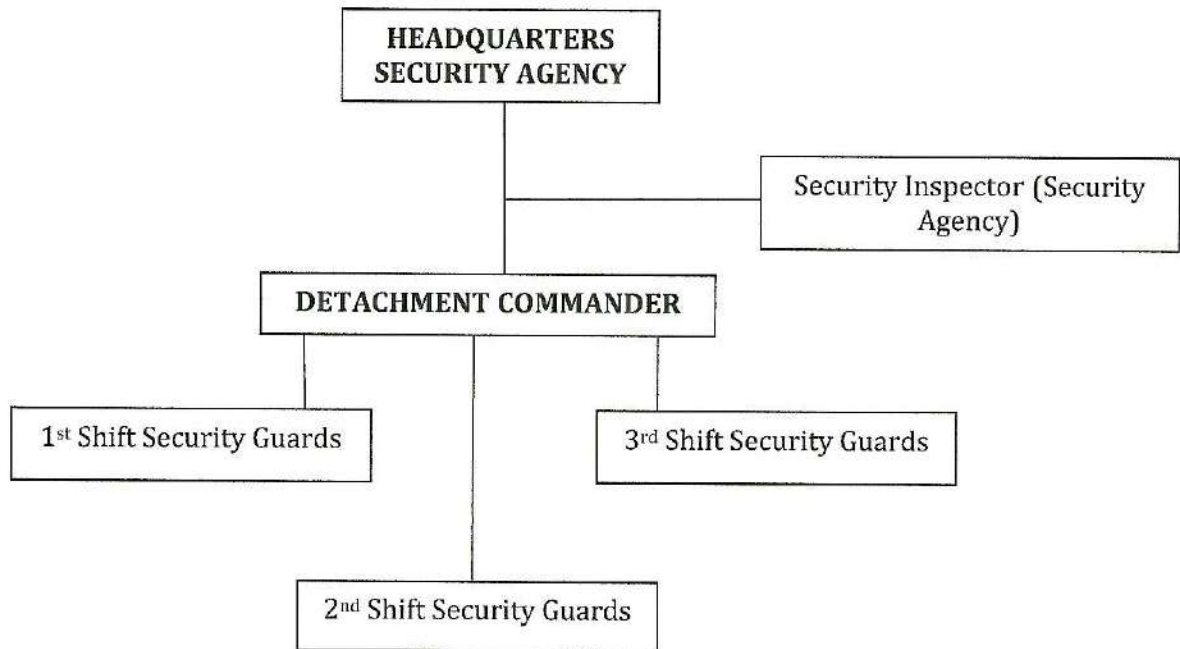
3. LOGISTICS

- a. The Security Contractor will provide the security force with the minimum equipment required under the bidding rules deemed necessary in the effective implementation of security policies, rules and regulations of TIEZA.
- b. The Security Contractor will also provide the Daily Time Record (DTR), other logistical supplies such as logbooks, uniform, and other paraphernalia.

4. ADMINISTRATION

- a. Organizational Structure – “ANNEX C”
- b. Operating Policies and Procedures – “ANNEX D”
- c. Regular monthly meeting with the Client or as necessary.
- d. Announced and unannounced visit/inspection will be conducted by TIEZA.

ORGANIZATIONAL STRUCTURE OF THE SECURITY FORCE



OPERATING POLICES AND PROCEDURES

These operating policies and procedures of the Security Guards are hereunder grouped into functions, duties and responsibilities, place of assignments, number of hours of duties, equipment requirements and actions to be followed in time of natural and man-made disasters.

1. HEADQUARTERS, SECURITY AGENCY

- a. Act as liaison with TIEZA Management
- b. Provide guidance to the Detachment Commander
- c. Extend managerial support to the Detachment Commander
- d. Procure supplies and equipment that are needed by the Security Force
- e. Provide assistance to the members of the Security Force assigned at TIEZA Non-Operating Properties
- f. Monitor the daily operations of the Security Force at TIEZA Non-Operating Properties
- g. Provide security related services like VIP Escort, background investigation, surveillance and other duties as the TIEZA Management may direct

2. DETACHMENT COMMANDERS

- a. Has all-over responsibility of the members of the Security Force in the TIEZA Non-Operating Properties
- b. Provide leadership and direction for the Security Guards
- c. Responsible to the TIEZA Management for the implementation of all rules and regulations relevant to security matters
- d. Monitor the performance and efficiency of the security guards and recommend the relief of misfits
- e. Serve as liaison between the TIEZA and Security Agency
- f. Prepare and submit special reports of unusual incidents
- g. Submit and prepare guard detail order and monthly security report and conditions of secured properties
- h. Advise TIEZA Officials concerned regarding measures to be undertaken to improve the security of the TIEZA Non-Operating Properties
- i. Conduct Troop Information and Education to all guards once a month or as the need arises
- j. Perform other duties as TIEZA and/or the security agency may direct

3. POST GUARDS

- a. Operate and enforce the system of personal identification
- b. Observe and patrol the perimeters, areas, structures, and activities of security interest
- c. Apprehend persons attempting or gaining unauthorized access to restricted areas and those committing unlawful acts

- d. Check depositories, rooms, or buildings, of security interest any time, in addition to the normal working hours to determine that they are properly locked and are otherwise in order
- e. Enforce the established system control over the removal of property and material from the compound, as may be applicable
- f. Respond to protective alarm signals or other indicators of suspicious activities of lawless elements
- g. Submit written reports of any unusual incidents
- h. Prevent the occupation of informal settlers and construction of any structures without the necessary written permits from TIEZA Main Office
- i. Perform other duties as TIEZA and/or the security agency may direct

4. ENTRANCE/EXIT GATE/PARKING

- a. Safeguard and protect parked TIEZA authorized vehicles properly within the TIEZA Non-Operating Properties
- b. Maintain a logbook on the arrival and departure of TIEZA authorized vehicles;
- c. Enforce all existing TIEZA security rules and regulations
- d. Conduct inspection of all rooms inside the TIEZA Non-Operating Properties premises to switch off all electrical equipment neglected
- e. Switch-on all necessary perimeter security lights within the area of the TIEZA Non-Operating Properties during nightfall
- f. Prohibit individuals, groups, vendors, or solicitors from entering the premises of the TIEZA Non-Operating Properties
- g. Submit reports of any unusual incidents
- h. Perform other duties as TIEZA and/or the security agency may direct

5. ROVING GUARDS

- a. All roving guards must politely guide, check and observe situations of visitor's within the premises of the TIEZA Non-Operating Properties
- b. Guide visitors to their destination within the TIEZA Non-Operating Properties premises
- c. Check and prevent unauthorized persons from loitering in the TIEZA Non-Operating Properties premises without official business or transactions or authority
- d. Impose all existing TIEZA security rules and regulations
- e. Be familiar with the whole premises of the TIEZA Non-Operating Properties;
- f. Be alert at all times
- g. Submit reports on any unusual incidents
- h. Prevent the occupation of informal settlers and construction of any structures without the necessary written permits from TIEZA Main Office
- i. Perform other duties as TIEZA and/or the security agency may direct

6. COMPOUND/BUILDING SECURITY ACCESS SYSTEM

Secure all main entry/exit doors and gates in order to prevent the entry of unauthorized people carrying deadly weapons, explosive, toxic chemicals, contraband items, prohibited drugs and other harmful materials to prevent pilferage and destruction of TIEZA property.

- For vehicles of visitors, clients and employees:
 - a. Maintain a record of departure and arrival of all vehicle within the TIEZA Non-Operating Properties premises. The record should indicate the plate number, time-in and out, the name of the driver and company name
 - b. All vehicles entering the compound will be subject to a thorough inspection. The guard will require the vehicle owners to open its compartment for inspection if there are illegal contraband items onboard, and if there is such, initiate arrest
 - c. Visitors who refuse subject his vehicle for inspection shall be denied entry
 - d. The guards at the entrance gates must be equipped with the under-chassis mirror for inspection under the vehicle
- Record and check entry and exit of packages, equipment, firearms, and deadly weapons, including their safekeeping:
 - a. Maintain a record of visitor's logbook within its post. The logbook will indicate the name of the visitors, company/ residence address, purpose of visit, signature and time-in/out
 - b. Individuals found in possession of deadly weapons will be subject for investigation. If he is authorized by law, the owner will deposit the firearms/weapons to the guard and the duty guard will issue a deposit slip indicating the name of the owner, model/type/caliber of firearm, date and time in/out. When the owner needs to leave the compound he/she must surrender the deposit slip to the guard to retrieve his weapons/firearms
 - c. Individuals in possession of deadly weapons who are found unauthorized by law will be apprehended and turned over to the nearest police station
 - d. Require the owner of every vehicle intending to leave the area to open its trunk compartment. If TIEZA property is found on board, pass slip or gate pass signed by authorized TIEZA property officer shall be required
 - e. For hand-carried TIEZA property brought out of the TIEZA Non-Operating Properties premises shall be accompanied with property pass slip or gate pass signed by authorized TIEZA property officer shall be required
 - f. Deny the pull-out of TIEZA property that is not covered by pass slip or gate pass
 - g. Must inspect and ensure that the property being brought out are indicated in the property slip or gate pass. They will record the name/kind of equipment including the serial number, person responsible, time and date. Sealed boxes brought outside the premises will be required for inspection

7. RECORD AND CHECK ENTRY OF VISITORS WITH OR WITHOUT VEHICLES, SERVICEMEN, SERVICE PERSONNEL, CONTRACTORS IN CASE OF REPAIR OR REHABILITATION OF STRUCTURES ETC.

- a. A control on the number of vehicles will be implemented to avoid congestion. The guard shall require the owner or driver of the vehicle to leave his license to the guard at the entrance gate. The guard will record the owner's name including the name, type of vehicle, time-in and out. Upon leaving the compound the driver's license shall be returned
- b. A record of arrival and departure of vehicle will be kept in the possession of the security Detachment Commander and be made available for verification when the need arises
- c. The guard on duty must properly control and direct the entrance of any vehicle within the TIEZA Non-Operating Properties premises. Loading and unloading operations shall be supervised by guards to assure that unauthorized material or person enter/leave the building premises
- d. Upon entry at the premises of the TIEZA Non-Operating Properties, the guard shall require them to sign/log-in the visitor logbook indicating the name, address, purpose, time-in and out and signature

8. EMERGENCY PLAN

Security Personnel are enjoined to act during disaster whether man-made or natural calamity. Below are the procedures to be followed:

- Fire

- a. In case of fire, the responding guard shall first determine the cause of fire. After determining, he shall use the appropriate fire extinguisher intended for that classification of fire.
- b. If the fire cannot be stopped, the guard shall immediately initiate the following:
 - Call the nearest fire department
 - Secure all ingress and egress and allow no one to enter the building except authorized person only
- c. Observe any suspicious looking individual who could be a possible arson suspect
- d. Record the event of fire from time to time, e.g. color of smoke, speed of fire, location and origin of fire. This will help fire investigators in locating possible evidences
- e. After the fire is contained and the premises declared safe by fire experts, guards will allow no one to enter the premises except those authorized
- f. Prepare a written incident report addressed to TIEZA

- Bomb Threat

- a. Coordinate with the local law enforcement authorities, call the bomb disposal units and inform the fire department
- b. Execute an immediate search of the area if there is still enough time

- c. If the bomb is found, do not touch it. Cordon the area
- d. Evacuate the people in the nearby places that may be reached by the explosion
- e. If the bomb squad expert already defused the bomb, execute a search for the second time to clear the area before allowing anybody to enter the place
- f. Prepare and submit a written incident report addressed to TIEZA

- Typhoon

- a. Observe the surrounding and detect possible danger from falling branches or any object placed on a higher ground
- b. If the area is flooded, check if the water reaches electrical outlets, if so, inform the caretaker, if any, to switch off the power line
- c. Locate safe places for evacuation in case the situation will worsen
- d. After the typhoon, request maintenance personnel or caretaker to inspect all electrical lines especially plugs for possible damages
- e. Prepare and submit a written incident report addressed to TIEZA

- Reported loss and incident of theft/robbery case

- a. Proceed to the scene of the crime for possible preservation and recovery traces of evidences
- b. If possible, take a photograph of the scene, but do not touch anything
- c. List down personnel or people present during the discovery of the loss
- d. Conduct initial inquiry or investigation
- e. Summon assistance from the agency investigators if the need arises
- f. Blotter the incident with the nearest police station that has jurisdiction of the place
- g. Prepare and submit a written incident report addressed to TIEZA. Conduct investigation of the case and submit progress reports

- Earthquakes and other Natural Calamities

- a. Guard on post must immediately assist to the best of his ability to protect and evacuate to safer area the concerned VIP's and employees of TIEZA
- b. Send immediately those employees hurt during the quake to the nearest hospital
- c. In case of an earthquake, security guards are expected to act as first responders, therefore they must have undergone the basic course in basic life support or first aid

- Hostage Situation

- a. Security guards shall immediately notify TIEZA management thru the Assets Management Sector/ Business Development Department and at the same time report to the nearest PNP unit of the hostage situation for immediate appropriate action

- b. Guard on post must keep the line of communication open for the hostage taker and if necessary the hostage victim in order to determine the motive and purpose of the hostage taker
- c. Guards must avoid being reckless and avoid confrontational approach with the hostage taker
- d. Guards on duty shall not allow other people to intervene who might worsen the situation. Guards should also wait for the arrival of the PNP personnel and other government authorities who are experts in crisis management for hostage taking
- e. Guards must coordinate with the PNP personnel and Crisis Management Team for any information that he gathered

- Terrorism, Rebellion and Coup D' Etat

- a. The security force in the area should not cooperate with the rebel group
- b. The assigned guard on duty must immediately inform TIEZA Management as well as his agency and his supervisors of the situation they have encountered
- c. In case the terrorist, rebel group or leader of coup d'etat have intruded the premises of the TIEZA property, the guard on post and all available off duty guards and officers will immediately wait for the supervision of the PNP and AFP. As a para-military unit, it can therefore be activated by the higher headquarters to act and support the AFP in times of emergency.

9. OTHER SERVICES

The security agency on its account shall provide additional services to the Tourism Infrastructure and Enterprise Zone Authority Non-Operating Properties, free of charge, namely:

- a. Nightly inspection of the guards on post by designated agency inspectors
- b. Investigate reports on security agency personnel irregularities in connection with their service/work, including investigation on reported losses. This task is handled by agency investigator duly accredited by the Philippine National Police- Security Agency Guards Supervision Division (PNP-SAGSD);
- c. A bi-monthly Troop Inspection and Education (TIE) of the security guards to acquaint them on policies, rules and regulations of TIEZA
- d. In-service training program and re-training of security personnel, especially on the four basic rules of gun handling
- e. The security specialist of the security agency will also conduct a regular Security Risk Assessment aside from the risk assessment of the detailed Detachment Commander to evaluate the existing security measures and provide recommendations in case there is need to change the security system
- f. In coordination with law enforcement agencies a continuous intelligence networking by soliciting/gathering information within the areas to detect any criminal operations

- g. Other security gadgets/equipment which TIEZA may require to meet its growing needs.

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
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(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]

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: _____

