

# PHILIPPINE INTERNATIONAL CONVENTION CENTER



## BIDDING DOCUMENTS

PROJECT TITLE : **THIRTY-TWO (32) MONTH SECURITY SERVICES FOR THE MAIN COMPLEX AND FORUM**

ABC : **₱81,089,644.63**

Reference/s : **PICC APP2024- MC-150**

**ITB-2024  
January 19, 2024**

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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*



**BIDS AND AWARDS COMMITTEE**

**Invitation to Bid for the Thirty-Two (32) Month Security Services  
for the Main Complex and Forum**

- i. The *Philippine International Convention Center (PICC)*, through the *Approved Budget for CY 2024 and Multi-Year Contracting Authority (MYCA)*, intends to apply the sum of **EIGHTY-ONE MILLION EIGHTY-NINE THOUSAND SIX HUNDRED FORTY-FOUR PESOS AND SIXTY-THREE CENTAVOS (Php81,089,644.63)**, **VAT Inclusive**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Thirty-Two (32) Month Security Services for the Main Complex and Forum (PICC APP2024-MC-150)**. Bids received in excess of ABC shall be automatically rejected at bid opening.

Below is the schedule of the total approved budget allocation for the Multi-Year project under the PICC Approved CY 2024 MYCA:

Year	Amount (PhP)
May 1, 2024 to December 31, 2024	<b>20,272,411.16</b>
January 1, 2025 to December 31, 2025	<b>30,408,616.74</b>
January 1, 2026 to December 31, 2026	<b>30,408,616.74</b>
Total Project Cost	<b>81,089,644.63</b>

2. The *PICC* now invites bids for the abovementioned requirement. Bidders should have completed, within the last five (5) years from the date of submission and receipt of bids, a contract similar to the abovementioned requirement. 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.
4. Prospective Bidders may obtain further information from the *PICC-BAC* and inspect the Bidding Documents at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by prospective bidders starting March 6, 2024 from the given address and website(s) below *and upon payment of a non-refundable fee in the amount of Fifty Thousand Pesos (Php50,000.00)*. A bidder shall present its proof of payment for the fee *by furnishing the PICC-BAC a copy of the Official Receipt*.

6. The *PICC-BAC* will hold a Pre-Bid Conference on March 13, 2024 at 11:00 a.m. at Function Room B, 2<sup>nd</sup> Floor Secretariat Building, *PICC* and/or through videoconferencing/webcasting via *Zoom/Google Meet*, which shall be open to prospective bidders (see interim guidelines for conduct of video conferencing).
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before March 26, 2024 at 10:30 a.m. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on March 26, 2024, at 11:00 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity via video conferencing.
10. The *PICC* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
  
*BIDS AND AWARDS COMMITTEE*  
*PHILIPPINE INTERNATIONAL CONVENTION CENTER*  
*PICC Complex, Pasay City 1307*  
*87894759 and 87894760*  
*Telefax No. 87894761*  
*Email: procurement@picc.gov.ph*
12. You may visit the following websites:

For downloading of Bidding Documents: [www.picc.gov.ph](http://www.picc.gov.ph)

*[Date of Issue]*

  
MELPIN A. GONZAGA  
Chairman



## *Section II. Instructions to Bidders*

## **1. Scope of Bid**

The Procuring Entity, *Philippine International Convention Center* wishes to receive Bids for the *Thirty-Three (33) Month Security Services for the Main Complex and Forum* with identification numbers *PICC APP2024-MC-150*.

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for 2024 in the total amount of PhP82,607,120.50.

2.2. The source of funding is:

- a. GOCC and GFIs, the 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 limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
  - 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
  - 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier’s own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## 12. Bid Prices

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

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

## 13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

## **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2 The Bid and bid security shall be valid one hundred twenty (120) calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

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

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

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

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. 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**.

### *III. Bid Data Sheet*



# Bid Data Sheet

ITB Clause	
5	<p>The following persons shall be eligible to participate in this bidding:</p> <ul style="list-style-type: none"> <li>a. Duly licensed Filipino citizens/sole proprietorships;</li> <li>b. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;</li> <li>c. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the of the outstanding capital stock belongs to citizens of the Philippines;</li> <li>d. Cooperatives duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;</li> <li>e. Partnership duly organized under Philippine law of which at least sixty percent (60%) of the interest belongs to Filipino citizens;</li> <li>f. Corporation duly organized under Philippines law of which at least sixty percent (60%) of the outstanding capital belongs to Filipino citizens;</li> <li>g. Must have been engaged in the business of providing security and affiliated services for not less than five (5) years;</li> <li>h. Must be able to provide a sufficient number of original firearms, ammunition, motor vehicles, radio communication equipment, and other security paraphernalia to be assigned to PICC if awarded the contract; and</li> <li>i. Must have past and present contracts with hotels, conventions/exhibitions centers or government institutions, entered into within the last five (5) years from the date of bidding with a deployment of not less fifty (50) security guards in one area of assignment.</li> </ul>
5.3	<p>For this purpose, similar contract shall refer to security services.</p> <p>The Bidder must have completed within the last five (5) years a single contract that is similar to this requirement, the amount of which shall be at least fifty percent (50%) of the ABC. <i>In case the SLCC submitted is a multi-year contract, at least the first year thereof should be completed and the amount of the completed service is not less than half of the ABC for this project.</i></p>
7.1	Sub-contracting is not allowed



8	The PICC will hold a pre-bid conference on March 13, 2024 at 11:00 a.m.
12	Not applicable
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. In the amount of not less than ₱1,621,792.89, or Cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. Surety Bond in the amount of not less than ₱4,054,482.23,</li> </ul>
15	Sealing and Marking of Bids Each Bidder shall submit the original and one (1) copy of the first and second components of its Bid.
16.1	The address for submission of bids is:  <p style="text-align: center;">PICC-Bids and Awards Committee (BAC) Secretariat  Ground floor, Delegation Building  PICC Complex, 1307 Pasay City</p> The deadline for submission of bids is March 26, 2024 at 10:30 a.m.
17.1	The place of bid  <p style="text-align: center;">BAC CONFERENCE ROOM  Function Room B, 2<sup>nd</sup> Floor, Secretariat Building  PICC Complex, 1307 Pasay City</p> The date and time of bid opening is March 26, 2024 at 11:00 a.m.  In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and the opening of Bids shall be at 2:00 p.m. of the next working day.
19.3	Total ABC is <b>EIGHTY-ONE MILLION EIGHTY-NINE THOUSAND SIX HUNDRED FORTY-FOUR PESOS AND SIXTY-THREE CENTAVOS (PhP81,089,644.63), VAT Inclusive.</b>

20.2	<p>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 LCB, the Bidder shall submit the following documentary requirements:</p> <ol style="list-style-type: none"> <li>a. Certified photocopy of the CY 2022 Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); In case such Tax Returns were filed but paid over-the-counter, the bidder must submit proof of filing and payment, together with an official document allowing such mode of payment</li> <li>b. Sections III and V of the bid documents, signed on each and every page by the bidder's authorized representative;</li> <li>c. Company profile with its organizational set-up and sketch of office location;</li> <li>d. List of existing licensed firearms with documentary proof of the corresponding licenses as well as the quantity, nomenclature and location of each firearm;</li> <li>e. List of existing licensed communication devices such as handheld radios and radio based transceiver, with documentary proof of such licenses issued by the National Telecommunications Commissions;</li> <li>f. Certified photocopy of an NTC license to operate radio communication equipment</li> <li>g. List of registered vehicles;</li> <li>h. Certified photocopy of latest registered license issued by the PNP-SOSIA to operate a security agency;</li> <li>i. Copies of past and present contracts with hotels, conventions/exhibitions centers and/or government institutions, entered into within the last five (5) years from the date of bidding with a deployment of not less fifty (50) security guards on one area of assignment;</li> <li>j. Security Plan suitable for PICC;</li> <li>k. Certificate of Ocular Inspection; and</li> <li>l. Certificate of Satisfactory Completion and Acceptance of previous PICC projects executed within the last five (5) years, if any.</li> </ol> <p>Failure of the bidder with the lowest calculated bid to submit the above requirements, or a finding against the veracity of such requirements shall be ground for forfeiture of the bid security and disqualification of the bidder for award.</p>
21.2	No additional requirement

## *Section IV. General Conditions of Contract*

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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*

## Special Conditions of Contract

GCC Clause	
1	The Procuring Entity is <i>The Philippine International Convention Center (PICC)</i>
2.2	<p>Compensation and Manner of Payment</p> <p>For the services rendered by the Contractor, the PICC shall pay the former a compensation of (amount of bid-offer accepted by PICC) for the seventy-five (75) security guards, including the three (3) shift Supervisor and one (1) Detachment commander payable in equal semi-monthly payments or every 15<sup>th</sup> and end of each month.</p> <p style="padding-left: 40px;">The annual contract rate shall be based on the bid-offer submitted by the bidder and approved/accepted by PICC and shall not be adjusted during contract implementation except for the following:</p> <ol style="list-style-type: none"> <li>a. Increase in minimum daily wage under law or new wage order issued after the date of bidding;</li> <li>b. Increase in taxes and</li> <li>c. If, during the contract term, the PICC sees the need for an increase or decrease in the number of security guards.</li> </ol> <p style="padding-left: 40px;">For the first billing, the processing of payments shall be supported with the following documents:</p> <ol style="list-style-type: none"> <li>a) Certified photocopy of notarized Agreement (with attachments) between PICC and the CONTRACTOR; and</li> <li>b) Certificate of Deposit issued by its depository bank with ATM access.</li> </ol> <p style="padding-left: 40px;">The following documents are also required to be submitted for the subsequent bi-monthly billings:</p> <ol style="list-style-type: none"> <li>a) Semi-monthly billing invoice duly certified as true and correct by the PICC Security Officers;</li> <li>b) The official guard detail duly signed by the CONTRACTOR'S Head Supervisor and the PICC security officers;</li> <li>c) Duly accomplished and guards' approved daily time records;</li> <li>d) Certified True Copy of the latest paid-up payroll complete with guards' signatures; and</li> <li>e) Affidavit or Sworn Statement of the CONTRACTOR's Head Supervisor re: payment of salaries and other benefits of guards for the period covered.</li> </ol> <p style="padding-left: 40px;">In addition to the above documents, the following will have to be included at the end of each quarter:</p>



- a. Certified True Copy of SSS official receipt for SSS Quarterly Remittances or special bank receipt together with SSS R5 Form;
- b. Certified True Copy of official receipt for Pag-ibig Quarterly Remittances; and
- c. Certified True Copy of official receipt issued by Employees' Compensation Commission (ECC) and PhilHealth (Medicare) for Quarterly Remittances.

For every absence of a security or supervisor below the required number of personnel, the corresponding deduction from the billing shall be made based on the guard's daily rate per eight (8) - hour shift.

The CONTRACTOR at this moment guarantees that all employer's shares being paid by PICC for the CONTRACTOR, such as SSS premiums, Pag-ibig, Phil Health, and other corresponding employee's share being pre-deducted, shall be remitted promptly and adequately to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be sufficient ground for the termination of this Contract.

All payments under this Contract shall be subject to PICC's usual accounting and auditing requirements.

3	<p><b>Performance Security</b></p> <p>Within ten (10) calendar days from receipt of the Notice of Award, 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 following forms:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Form of Performance Security</th> <th style="text-align: center;">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td>Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.</td> <td style="text-align: center;">Five percent (5%)</td> </tr> <tr> <td>Bank draft/guarantee issued by a Universal or Commercial Bank</td> <td style="text-align: center;">Five percent (5%)</td> </tr> <tr> <td>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td style="text-align: center;">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)	Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
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4	<p><b>Inspection and Tests</b></p> <p>PICC may reject any works and materials that do not conform to the scope of works. The Contractor shall rectify such rejected work/s to meet the</p>								



	standard set in the scope of works Section VII – Technical Specifications at no cost to PICC.
6	The period for correction of defects is seven (7) calendar days upon receipt of notice from PICC project-in-charge.



## *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	
I	Thirty-Two (32) Month Security Services for the Main Complex and Forum	Contract shall be binding and effective from May 1, 2024 to December 31, 2026.

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

\_\_\_\_\_  
Name of Company / Bidder

\_\_\_\_\_  
Signature over printed Name of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



## *Section VII. Technical Specifications*

# Technical Specifications

Item	Specification	Statement of Compliance																		
	<p><b>Thirty-Two (32) Month Security Services for the Main Complex &amp; Forum (CY 2024-2026)</b></p> <p><b>I. Description of the Security Services Contract:</b></p> <p>The objective is to set the standard of service, equipment, personnel qualifications, operational capability, tenure of service, and other security-related activities needed by this institution to select qualified Security service providers. It will serve as guidelines for maintaining its standards for its tenure here at PICC. Further, this is to ensure proficient security services that will boost PICC's spirit of confidence in its race towards fast-rising competition in the international theater for the next three years.</p> <p><b>II. General Scope of Security Manpower Services:</b></p> <p>The work to be done under this Contract shall consist of furnishing at all times SEVENTY-FIVE (75) security guards, which includes three (3) Shift Supervisors for eight (8) hours duty per shift, seven (7) days a week and one (1) Detachment Commander who will render twelve (12) hours duty per shift at seven (7) days a week. The tour of duty of the Detachment Commander will depend on the work schedule of the organic Security Officer of PICC. It is understood that one day off per guard shall be observed, which does not necessarily have to be a Sunday. TEN (10) standby relievers/augmentations are required to ensure daily manpower requirements.</p> <p>The CONTRACTOR shall observe the following shifting schedules:</p> <p>a) The PICC Main:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">1<sup>st</sup> Shift – 1 SIC &amp; 21 Guards</td> <td style="width: 25%;">6 am to 2 pm</td> <td style="width: 40%;">Without night differential pay</td> </tr> <tr> <td>2<sup>nd</sup> Shift – 1 SIC &amp; 21 guards</td> <td>2 pm to 10 pm</td> <td>Without night differential pay</td> </tr> <tr> <td>3<sup>rd</sup> Shift – 1 SIC &amp; 15 guards</td> <td>10 pm to 6 am</td> <td>With night differential pay</td> </tr> </table> <p>b) The PICC Forum:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">1<sup>st</sup> Shift – 5 guards</td> <td style="width: 25%;">6 am to 2 pm</td> <td style="width: 40%;">Without night differential pay</td> </tr> <tr> <td>2<sup>nd</sup> Shift – 5 guards</td> <td>2 pm to 10 pm</td> <td>Without night differential pay</td> </tr> <tr> <td>3<sup>rd</sup> Shift – 5 guards</td> <td>10 pm to 6 am</td> <td>With night differential pay</td> </tr> </table>	1 <sup>st</sup> Shift – 1 SIC & 21 Guards	6 am to 2 pm	Without night differential pay	2 <sup>nd</sup> Shift – 1 SIC & 21 guards	2 pm to 10 pm	Without night differential pay	3 <sup>rd</sup> Shift – 1 SIC & 15 guards	10 pm to 6 am	With night differential pay	1 <sup>st</sup> Shift – 5 guards	6 am to 2 pm	Without night differential pay	2 <sup>nd</sup> Shift – 5 guards	2 pm to 10 pm	Without night differential pay	3 <sup>rd</sup> Shift – 5 guards	10 pm to 6 am	With night differential pay	
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**The following are the duties to be performed:**

a) Secure/guard the PICC's property against theft, pilferage, robbery, and other unlawful acts, including the safeguarding of PICC employees/tenants/clients and other people with business transactions at PICC while inside or in the vicinity of the guarded premises;

b) Protect the PICC's buildings (Forum Hall, Main Buildings, and Commercial Buildings), equipment, and other facilities from damage, vandalism, arson, sabotage, or terrorism.

c) Maintain peace and order as well as secure PICC perimeter/premises from unauthorized entry/occupation/use;

d) Implement Proactive measures to deter the commission of criminal acts within PICC premises by securing PICC perimeter gates and grounds and implementing other actions such as periodic inspection of PICC perimeter fences, recording details of entry to and exit from PICC of vehicles and persons, and other such measures that are deemed necessary to undertake this task.

e) Strictly implement the PICC's rules and regulations about safety and security.

f) Strictly implement the no-entry policy for all hazardous chemical agents, explosives, IEDs, or any component thereof to ensure the safety of all PICC premises.

g) Upon the direction of the General Manager, the Chief Security Officer may conduct limited internal personnel security activities such as Counter-intelligence, background checks, surveillance, or collection of information relative to the protection of PICC interest.

h) Supervise the vehicle traffic, assist in parking operations, and monitor parking areas to avoid theft, robbery, and vehicle damage.

**V. Equipment and Supplies:**

The CONTRACTOR, to effectively meet its contractual commitments/obligations to the PICC, shall provide at the PICC premises daily the following:

**a) Mobility:**

- 1- Unit motorcycle with a sidecar
- 1- Unit 4-wheel motor vehicle, preferably L300 Van (not more than five year old), road-worthy with air-conditioning and medical equipment such as a stretcher, oxygen and medical supplies. The assigned driver shall form part of the regular deployment.

**b) Communication Equipment:**

- Eight (8) units of Hybrid Megaphone (20W)

- 1-unit Digital Base Transceiver Radio with complete accessories and License from NTC
- 15 units of Handheld digital radio with complete accessories and license
- 50 pcs of two-wired earpieces for handled radio, preferably for Motorola Xir P3688
- 13 pcs handheld microphone for radio, preferably for Motorola Xir P3688
- 1 – Unit Powered Speaker with Microphone

**c) Firearms and Ammunition**

*a. Firearms*

Item	Nomenclature	Quantity	Remarks
1	Pistol, 9mm semi-auto	20	Serviceable
2	Rifle, Shotgun	6	Serviceable

*Note: The firearms assigned to PICC must be branded, original, in good working condition, and with genuine serial numbers. Firearms classified as "paltik" shall not be allowed. Actual testing of individual firearms must be done by the chief security officer or security officer assigned to PICC to ensure the operational condition of the firearms.*

*b. Ammunition / Magazines*

Item #	Nomenclature	Rds/Mag per FAS	Nr of FAs	Total Qty	Remarks
1	Cartridge, 9mm ball ammunition	21	20	420 rounds	Additional 200 rounds as standby reserve for a total of 620 rounds
2	Magazine, metal for 9mm pistol seven rounds cap	3	20	60 ea	Serviceable
3	Cartridge shots 12 gauge.	15	6	90 Ctgs	Serviceable

**c) Support Equipment / Facilities**

- 1-unit Industrial type safety vault with combination racks for the storage of firearms and ammunition
- 10- units of metal detector
- 3 pcs Axe
- 1 pc Bolt Cutter



- 3 pcs Hammer
- 2 Units of Stretcher
- 75 units of tear gas
- 15 pieces of reflectorized traffic vest (*To be used by security guards daily*)
- 15 pairs of reflectorized traffic glove
- 20 pieces of raincoat
- 70 pairs of handcuffs
- 75 first aid kits
- 75 pieces of the whistle
- 75 pieces of flashlight
- 40 pieces of police baton (*Battuta*)
- 30 pieces of traffic flashlight
- 2-unit Desktop Computer with printer
- 1 unit High speed Photocopier capable A3 print, scan, copy and network printing
- 1-unit heavy-duty shredder
- 1-unit 4-door filing steel cabinet
- 2 Units, Steel cabinet with lock
- 1-unit PVC ID card printer
- 1-unit paper cutter
- 1- Unit Projector
- Office Supplies (Sufficient enough to support the whole duration of the contract)
  - log books for each post
  - Photo paper
  - ID Card and case/holder with clip
  - Whiteboard markers
  - Ballpen
  - Bond papers
  - Stamp Pad
  - and other necessary office supplies
  - 6 ID Organizers for safekeeping of unclaimed ID's
  - Paper storage/organizer
  - Self-inking rubber stamp.
    - >Date Stamp
    - >Received
    - >Shiny 6-Digit Stamp
- 15- Units of steel lockers (6 compartments each)
- Production and Reproduction of Security tags (Identification Cards)
- 4- Units of Searchlight (10 million candle power) - for an intensive search
- 8- units of Under-chassis mirror for vehicle inspection

- Protective Equipment
  - 10 pcs Heavy Duty Globes
  - 10 pcs Safety Shoes
  - 30 Pcs Protective Helmet
- 1 Unit Cellphone with load
- 1 Unit Biometrics for the daily time records.

After an award is made, the Contractor shall deliver to the PICC's premises within fifteen (15) calendar days from receipt of the Notice to Proceed the above support equipment and tools in good working condition that will be issued and used in PICC during the effectivity of the Contract. (Note: Proper inventory and physical inspection are required.)

**(a) SPECIFIC PROVISIONS**

1. The designated Detachment Commander, Shift in Charge and Security Admin shall receive additional allowances commensurate with their responsibility, chargeable against the Agency Admin Fee.

Detachment Commander	----	20% of their Gross Monthly Salary
Shift in Charge	----	15% of their Gross Monthly Salary
Security Admin	----	10% of their Gross Monthly Salary

2. The security guards / Security Admin / Shift Supervisors / Detachment Commander employed by the CONTRACTOR must be duly licensed by the Supervisory Office of Security & Investigation Agencies (SOSIA), Civil Security Group, PNP, and shall possess the following qualifications:

**Detachment Commander:**

- a) Filipino citizen.
- b) College graduate, preferably Criminology graduate or any related degree;
- c) At least 30 years of age *but not beyond 50 years of age*;
- d) At least 1.72 meters in height and not more than 75 kg. in weight;
- e) Must be of good moral character, honest, reliable, competent, courteous, and of cooperative disposition;
- f) Must be physically and mentally fit as evidenced by a Medical Certificate issued by a duly licensed medical/diagnostic facility and must have passed the neuro-psycho screening test conducted and as certified by a professional evaluation center duly accredited by Camp Crame, PNP;
- g) Must be well-groomed, possess a pleasing personality, trim in physical appearance, or well-built;
- h) Must submit a Certified true copy of drug-free test result.
- i) Must submit Certified photocopies of Certificates showing that he had finished the Advance Leadership Security Training Course, Medical Aid Man Training Emergency Response Training, and or any related training.

- j) Must be well-versed in interrogation and investigative work; the PICC Chief Security Officer will determine this in the interview.
- k) Must be proficient in report writing such spot reports, incident reports, Security Survey Inspections, etc.
- l) A military background is an advantage.
- m) Must have at least three years of experience as Detachment Commander before his designation at PICC.

**Shift in Charge (SIC):**

- a) Filipino citizen;
- b) College Graduate, preferably Criminology graduate or any related degree;
- c) At least 25 years of age *but not beyond 45 years of age*;
- d) At least 1.68 meters in height and not more than 75 kg. in weight;
- e) Must be of good moral character, honest, reliable, competent, courteous, polite, and of cooperative disposition;
- g) Must be physically and mentally fit as evidenced by a Medical Certificate issued by a duly licensed medical practitioner and must have passed the neuro-psycho screening test conducted and as certified by a professional evaluation center duly accredited by Camp Crame, PNP;
- h) Must be well-groomed, possess a pleasing personality, trim in physical appearance, or well-built;
- i) Must submit a Certified photocopy of the results of the drug-free test.
- j) Must submit Certified photocopies of Certificates showing that he had finished the Advance Security Training Course, First Aid Treatment and Emergency Response, and
- k) The Shift in Charge must know about interrogation and investigative work.
- l) Must be knowledgeable in report writing, such as spot reports, incident reports, etc.
- m) Must have at least 2 years' experience as Shift-in-Charge before his deployment/designation at PICC

**Security Admin:**

- a) Filipino citizen;
- b) College Graduate, preferably Criminology graduate or any related degree;
- c) At least 25 years of age *but not beyond 45 years of age*;
- d) At least 1.68 meters in height and not more than 75 kg. in weight;
- e) Must be of good moral character, honest, reliable, competent, courteous, polite, and of cooperative disposition;
- g) Must be physically and mentally fit as evidenced by a Medical Certificate issued by a duly licensed medical practitioner and must have passed the neuro-psycho screening test conducted and as certified by a professional evaluation center duly accredited by Camp Crame, PNP;
- h) Must be well-groomed, possess a pleasing personality, trim in physical appearance, or well-built;

- i) Must submit a Certified photocopy of the results of the drug-free test.
- j) Must submit Certified photocopies of Certificates showing that he had finished the Advance Security Training Course, First Aid Treatment and Emergency Response, and
- k) Ability to communicate effectively in English, both verbally and in written form.
- l) Must be computer literate and draft letters or emails, reports, spreadsheets, and other documents related to security operations.
- m) Organize files and keep records related to the security office
- n) Performs other related studies that may be assigned from time to time
- o) Must have at least 2 years' experience as Security Admin before their deployment/designation at PICC

**Male Security Guard:**

- a) Filipino citizen;
- b) At least 2<sup>nd</sup> Year of College
- c) At least 25 years of age *but not beyond 45 years of age*;
- d) At least 1.75 meters in height and not more than 75 kg. in weight;
- e) Must be of good moral character, honest, reliable, competent, courteous, polite, and of cooperative disposition;
- f) Must be physically and mentally fit as evidenced by a Medical Certificate issued by a duly licensed medical practitioner and must have passed the neuro-psycho screening test conducted and as certified by a professional evaluation center duly accredited by Camp Crame, PNP;
- g) Must be well-groomed, possess a pleasing personality, trim in physical appearance, or well-built;
- h) Must submit a Certified photocopy of the results of the drug-free test.
- i) Must submit Certified photocopies of Certificates showing that each guard had finished the Basic Security Training Course, First Aid Treatment, and Crowd Control Management Training and
- j) Must know how to render verbal and written reports such as spot reports, incident reports, etc.

**Female Security Guard:**

- a) Filipino citizen;
- b) At least 2<sup>nd</sup> year College (Preferably Information Technology Courses)
- c) At least 25 years of age *but not beyond 40 years of age*;
- d) At least 1.62 meters in height and not more than 65 kgs. in weight;
- e) Must be of good moral character, honest, reliable, competent, courteous, polite, and of cooperative disposition;
- f) Must be physically and mentally fit as evidenced by a Medical Certificate issued by a duly licensed medical practitioner and must have passed the neuro-psycho screening test conducted and as certified by a professional evaluation center duly accredited by Camp Crame, PNP;
- g) Must be well-groomed, possess a pleasing personality, trim in physical appearance, or well-built;

- h) Must submit a Certified photocopy of the results of the drug-free test.
- i) Must submit Certified photocopies of Certificates showing that each guard had finished the Basic Security Training Course, First Aid Treatment, and Crowd Control Management Training and
- j) Must know how to render verbal and written reports such as spot reports, incident reports, etc.

3. The PICC SECURITY OFFICER shall have the right to screen, select, accept, and reject the CONTRACTOR's guards to be assigned to the PICC.

4. If an award is made to a winning bidder who is not the present Security Contractor, the winning bidder agrees to absorb at least 35% of security guards from the current Contractor as will be screened by the PICC Security Officer and approved by the Chief Security Officer. The prerogative of the winning bidders to absorb or not the Detachment Commander and Shift in Charge of the current Security Contractor, considering the responsibility relies on their hands.

5. The PICC SECURITY OFFICER shall have the right to inspect the guards at any time to ensure that the guards are in good health and are adequately equipped to provide proper security to any person or property within the PICC premises. This right of inspection by the PICC shall not relieve the CONTRACTOR from full responsibility for any inadequate security and protection of persons and property within PICC's premises.

6. The CONTRACTOR's security guards/Shift Supervisors/Detachment Commander shall always be in proper and clean uniforms as prescribed by the PICC and with visible and legible identification patches or IDs. The CONTRACTOR, at its expense, must provide the uniforms and other necessary security paraphernalia.

7. CONTRACTOR's Security guards assigned for the operation of the PICC walk-thru metal detectors, x-ray baggage machines, and security cameras must have undergone training seminars on the operation of said machines;

8. Any security guard who, in the opinion of the PICC, is incompetent, dishonest, lacks integrity, or whose services will be considered prejudicial to the interest of the PICC shall immediately be replaced by the CONTRACTOR upon receipt of written notice from the PICC.

9. The replacement of security guard/shift supervisors/detachment commanders shall be governed by the procedures established by the PICC Management.

10. The CONTRACTOR shall submit itself, its representatives, and all its security guards/Shift Supervisors/Detachment Commander to the rules and regulations of the PICC on, among others, sanitation, security, and safety and to the supervision of the PICC Chief Security Officer and Security Officer.

12. The PICC reserves the right to require the CONTRACTOR to increase/decrease the number of security guards/Shift Supervisors assigned to specified premises when, in its opinion, the necessities of the service are required.

13. The CONTRACTOR acknowledges that no authority has been conferred upon it by the PICC to hire any person or persons on its behalf. It is, therefore, understood

that each person or persons employed or utilized by the CONTRACTOR in carrying out the security service shall be paid by and considered an exclusive employee or agent of the CONTRACTOR. As such, the PICC shall not be responsible whatsoever for any claim or claims for personal injury, compensation, damages, including death suffered by the CONTRACTOR's guards or third persons, due to, or occasioned by, the acts or omission by the CONTRACTOR's guards in the course of the performance of their function. The CONTRACTOR holds PICC free and harmless from any claims from its guards and personnel.

14. There shall be no employee-employer relationship between the PICC and the CONTRACTOR's personnel or guards to be detailed at the PICC. The CONTRACTOR shall be the employer of the personnel or guards performing security services at the PICC and shall be responsible for all the liabilities and obligations of their employees under existing laws, rules, and regulations and those that may be promulgated after that.

15. The CONTRACTOR shall pay the wages, salaries, or compensation of the security guards/Shift Supervisors/Detachment Commander as provided in this Contract. The payment shall be made even if, for one reason or another, the CONTRACTOR fails to collect periodic payment on time from PICC.

16. Payment of salaries to the security guards by the CONTRACTOR shall be made through a commercial bank's ATM/Mega-link facility. Semi-monthly billings shall include proof of deposit of the salaries and benefits to the ATM account of the security guards, and failure to do so shall be a non-compliance with contractual obligations for which penalty, as stipulated, may be enforced.

17. The CONTRACTOR at this moment guarantees that the guards detailed at PICC shall be paid their salaries on time and in the exact amount as reflected in the payroll submitted to the PICC for reimbursement and any repetitive and unjustified delays of the payment of the guard's salaries attributable mainly to the CONTRACTOR and the CONTRACTOR not paying the exact amount due the security guards as reflected in the payroll, shall be sufficient ground for the termination of this Contract.

18. The PICC shall have access to payment records of salaries and the right to audit the CONTRACTOR's payroll.

19. The CONTRACTOR at this moment guarantees that the PICC pays all the employer's share for the CONTRACTOR, such as SSS premiums, Pag-ibig, Phil health (Medicare), the corresponding employee's share being pre-deducted, and deductions made for amortization of loans obtained, shall be remitted correctly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be sufficient ground for the termination of this Contract.

20. It is agreed that should there be a mandated wage increase during the effectivity of this Contract, the rates herein approved shall be proportionately adjusted. For this bidding, the computation of salaries and wages incorporated in the ABC is based on Wage Order No. 24, effective June 15, 2023.

21. All payments under this Contract shall be subject to the PICC's usual accounting and auditing requirements.



22. The CONTRACTOR shall be responsible for any loss or damage to the property belonging to the PICC during the tour of duty of the CONTRACTOR's guards, provided that such incidence of loss or damage is brought to the attention of the CONTRACTOR in writing within seventy-two (72) hours from the time PICC gets notified; provided, further, that said loss or damage is proven to be due to the fault or negligence of CONTRACTOR's guards.

23. The CONTRACTOR shall conduct a physical inventory of all items as indicated/enumerated and authorized in the PICC Property Pass-In/Pass-Out Form issued to PICC employees, tenants, guests, clients, service contractors, and suppliers to ensure the integrity and that it tallies with the list of items enumerated in the Pass-In/Pass-Out; for a pass in/pass out slips issued to event/s organizer/s, the CONTRACTOR's guards must see to it that the Events Management Officer signs the label and ensure that all items brought in/out of PICC are specifically enumerated.

24. The CONTRACTOR at this moment agrees that it shall, through its authorized representative, with the PICC's Chief Security Officer and designated representative of the PICC, hold bi-monthly meetings at the PICC's premises for updating requirements; said bi-monthly meetings shall be done every 2<sup>nd</sup> and 4<sup>th</sup> Monday of the month; the CONTRACTOR's authorized representative must be able to decide for immediately and in behalf of the CONTRACTOR;

25. PICC will provide the CONTRACTOR an office space, free of charge, with a minimum floor area of 38 square meters, adjacent to the office of the PICC Chief Security Officer to ensure close coordination, with office tables and chairs, a telephone line with access to local and outside calls (except long distance and international calls); the CONTRACTOR, however, shall provide their office equipment such as a computer with printer, calculator, Paper Shredder, Photocopier Machine, PVC ID Printer and other office supplies and materials needed in the performance of its functions as Security Contractor.

26. The contractor shall provide Medical examination results for each Security personnel to show that they are free from any contagious disease and in excellent health conditions before rendering guard duties.

27. In coordination with PICC, the contractor is mandated to schedule a 5-day orientation seminar at their expense before the commencement of the contract. The objective of this seminar is to indoctrinate all security personnel on the following aspects initially;

- a) Emergency Evacuation
- b) Security and Safety
- c) Pistol Marksmanship (Basic)
- d) Customer Relations Service
- e) Security Surveillance Equipment Training
  - X-ray Machine Operation (selective)
  - Automated Parking System
  - CCTV Monitoring

28. The contractor shall provide an annual skills enhancement training program to Security personnel with equal opportunity to both genders (within the tenure period) and without necessarily affecting regular duties to maintain proficiency and keep up-to-date with Security threat situations inside PICC such as follows:

- a) Explosive Ordnance Reconnaissance Agent (EORA) training.
- b) Basic Life Saver Training
- c) Security and Safety Training
- d) Pistol Marksmanship (advanced)

29. The Contractor must secure special uniform clearance issued by SOSIA, CSG, PNP for wearing Barong and other types of uniform.

**III. INJURIES TO PERSONS AND PROPERTY DAMAGE:**

The CONTRACTOR shall be solely responsible, and the PICC shall be relieved of any liability for all losses and claims for injuries to persons or property damage which may arise out, in the course, and as a consequence, of the Contract. If the PICC is required to pay for the injuries above and damages, the CONTRACTOR shall indemnify the PICC for such losses, damages, and claims.

**IV. PENALTIES:**

Offenses or violations of rules committed by the Contractor’s security guards shall be subject to penalty charges to be deducted from the Contractor’s monthly billings as enumerated below:

CONTRACTOR’S VIOLATIONS	PENALTY
a) CONTRACTOR has issued ammunition short of the requirement as per Contract or defective “unserviceable” ammunition.	Deduction from the billing of ₱20.00 per ammunition round per day
b) CONTRACTOR has yet to issue the required number of ammunition magazines and magazine pouches for basic ammunition load per weapon.	Deduction from the billing of ₱50.00 per incident per day
c) CONTRACTOR needs to provide the service vehicle as per Contract, or the service vehicle needs to be more serviceable.	Deduction from the billing of ₱1,000.00 per incident per day
d) CONTRACTOR has yet to issue radio equipment or is short of the number as per Contract or published item is unserviceable.	Deduction from the billing of ₱200.00 per lacking, unserviceable, defective, or unusable equipment (per equipment per day).





e) CONTRACTOR has yet to issue the required equipment as per Contract, like metal detectors, license handheld radios, license radio base transceivers with accessories, bullhorns, flashlights, nightsticks, etc. or has issued one but unserviceable, and

Deduction from the billing of ₱200.00 per lacking, unserviceable, defective, or unusable equipment (per equipment per day).

The PICC shall impose on the CONTRACTOR penalties for offenses or violations as listed below, without prejudice to penalties as may be imposed by PNP-SOSIA as follows:

SECURITY GUARD OFFENSES	PENALTY
a) Abandonment of the Post of security guard	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.
b) Posted security guard found drunk; drinking alcoholic beverages or under the influence of intoxicating liquor or found in	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.
c) Possession of or under the influence of alcohol or taking prohibited drugs.	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice
d) Providing confidential information to unauthorized persons.	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.
e) Security guard firing his firearm indiscriminately, not in connection with the performance of his duty.	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.
f) A posted security guard was found allowing others to hold or tinker with his firearm.	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.

g) Security guard apprehended for scandal or disorderly conduct within the premises of the installation or being incorrigible or defiant.	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon receipt of the PICC's written notice.	
h) Security guard engaging in mulching or extortion activities	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.	
i) Displaying discourtesy or rude manner while performing a duty or not rendering appropriate respect and courtesy to any person.	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.	
j) The posted security guard is not carrying his current Private Security License and firearm license.	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.	
k) The security guard was found sleeping while on duty or during RED ALERT.	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.	
l) Security guard smoking while on duty	Deduction from the billing of ₱200.00 per incident and removal of the Head Supervisor and Shift Supervisor from PICC upon CONTRACTOR's receipt of the PICC's written notice.	
m) Head Supervisor and Shift Supervisor tolerating the violation of PICC rules and regulations by the guards or not reporting such breach to the PICC.	Deduction from the billing of ₱200.00 per incident for the first offense and removing the guard from PICC upon receipt of the PICC's written notice for the second offense.	
n) Shift duty over Twelve (12) hours without permission from the PICC.	Deduction from the billing of ₱200.00 per incident for the first and second offenses, removal of the Head Supervisor and Shift Supervisor from PICC upon receipt of the PICC's written notice.	
o) The head supervisor and shift supervisor are not conducting guard mounting for the incoming guards.	Deduction from the billing of ₱200.00 per incident for the first and second offenses, removal of the guard from PICC upon receipt of the PICC's written notice.	



p) Security guard reading newspapers, comics, and other reading materials while on duty (except memoranda coming from the PICC).	Deduction from the billing of ₱200.00 per incident for the first offense and the second offense, removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.
q) Security guard eating/texting in the post while on duty. (There should be a break time/reliever for the Guard on duty to avoid eating on the post. Violation of this will be charged against the Agency).	Deduction from the billing of ₱200.00 per incident for the first offense and the second offense, removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.
r) Reporting late for duty or formation or absent without due notice.	Deduction from the billing of ₱200.00 per incident for the first offense and the second offense, removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.
s) Security guard engaged in prolonged or unnecessary phone or actual conversation with visitors/employees while on duty.	Deduction from the billing of ₱200.00 per incident for the first offense and the second offense, ₱300.00 per incident for the third offense, and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.
t) Security guard with a non-regulation haircut, wearing beard/mustache or in improper uniform, non-wearing of ID or un-shined buckles, badges, or shoes.	Deduction from the billing of ₱200.00 per incident for the first offense and the second offense, ₱300.00 per incident for the third offense, and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.

Preceding notwithstanding, it is at this moment understood that the imposition of the abovementioned penalties shall not prevent or hinder the PICC from determining that various violations by the CONTRACTOR or its guards would result in an "UNSATISFACTORY" rating and, thus, constitute a valid ground for termination of the Contract.

**V. PERFORMANCE EVALUATION**

In addition, the CONTRACTOR acknowledges that PICC shall undertake a quarterly evaluation of the Contractor's performance and, if such evaluation results.

An "Unsatisfactory" rating shall constitute valid grounds for termination of this Contract.

The Contractor should maintain a satisfactory level of performance throughout the contract term based on a prescribed set of performance criteria.

The performance criteria to be applied shall include, among others, the following:

- (i) Quality of service delivered;
- (ii) Time management;
- (iii) Management and suitability of personnel;
- (iv) Contract administration and management; and
- (v) Provision of regular progress reports.

Before the end of each year, the PICC shall conduct an assessment or evaluation of the Contractor's performance based on the above-set performance criteria.

Based on the assessment, the PICC may pre-terminate the contract for failure by the Contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB) under Resolution No. 018-2004 dated 22 December 2004.

#### STATEMENT OF COMPLIANCE

*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.*

Note:

*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.*

*Section VIII. Checklist of Technical and  
Financial Documents*

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- (b) 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 (**Annex "A"**); **and**
- (c) 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 (**Section "B"**); **and**
- (d) 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 (**Annex C"**); **and**
- (e) Conformity with the Technical Specifications (**Section VII- signed on each and every page**), which includes production/delivery schedule, manpower requirements, and/or after-sales/parts (**Section VI**), if applicable; **and**
- (f) 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 (**Annex "D"**).

#### Financial Documents

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

### *Class "B" Documents*

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

## II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form;

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

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

LIST OF ALL ON-GOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

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

Business Address: \_\_\_\_\_

Name of Project / Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
Government:								
Private:								
TOTAL								

Submitted by: \_\_\_\_\_

(Printed Name & Signature)

Designation: \_\_\_\_\_

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

ANNEX "B"

**SINGLE LARGEST COMPLETED CONTRACT**  
WHICH IS SIMILAR TO THE CONTRACT TO BE BID

Business Name:  
Business Address:

Name of Contract	a. Owner' Name b. Address c. Telephone Nos.	Nature of Item/Service	a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion & Acceptance or Official Receipt/s or Sales Invoice issued for the contract

*Note: The Single Largest Completed Contract shall be completed within the last five (5) years from the date of submission and receipt of bids, that is similar to the contract to be bid, the amount of which shall be at least fifty percent (50%) of the ABC.*

Submitted by:

\_\_\_\_\_  
(Printed Name & Signature)

Designation:

\_\_\_\_\_

Date:

\_\_\_\_\_



**BID SECURING DECLARATION FORM**

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

x-----x

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

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

I/We<sup>2</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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<sup>2</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]  
[Insert Signatory's Legal Capacity]  
Affiant

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

*Omnibus Sworn Statement (Revised)*

*[shall be submitted with the Bid]*

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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

Page 1 of 3

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 \_\_\_\_\_, 2024  
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]*

Name of the Project: **Thirty-Two (32) Month Security Services for the Main Complex and Forum**

**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	
7.	Value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

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

NFCC = P \_\_\_\_\_

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR.

or

A committed Line of Credit, in an amount to at least ten percent (10%) of the ABC, issued by a Universal of Commercial Bank.

Submitted by:

\_\_\_\_\_  
Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

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

Note:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

**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 *Thirty-Two (32) Month for Security Services for Main Complex and Forum* the sum of:

**TOTAL CONTRACT RATE: INCLUSIVE OF VALUE ADDED TAX (VAT)**

\_\_\_\_\_ (P\_\_\_\_\_ )  
(Amount in Words) (Amount in 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 (see attached),

If our Bid is accepted, we undertake:

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

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

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

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

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

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

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

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

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

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