

**Bureau of the Treasury**  
**Intramuros, Manila**



*Funding the Republic*

# **BIDDING DOCUMENTS**

**TITLE:      SUPPLY OF SECURITY SERVICES FY 2021**

**ABC :      Php12,400,000.00**

**ITB-3-2021-G (EPA)**  
December 2, 2020

**Sixth Edition**

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>3</b>
<b>Section I. Invitation to Bid.....</b>	<b>6</b>
<b>Section II. Instructions to Bidders.....</b>	<b>10</b>
1. Scope of Bid .....	11
2. Funding Information.....	11
3. Bidding Requirements .....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	11
5. Eligible Bidders.....	11
6. Origin of Goods .....	12
7. Subcontracts .....	12
8. Pre-Bid Conference .....	13
9. Clarification and Amendment of Bidding Documents .....	13
10. Documents comprising the Bid: Eligibility and Technical Components .....	13
11. Documents comprising the Bid: Financial Component .....	13
12. Bid Prices .....	14
13. Bid and Payment Currencies .....	15
14. Bid Security .....	15
15. Sealing and Marking of Bids .....	15
16. Deadline for Submission of Bids .....	16
17. Opening and Preliminary Examination of Bids .....	16
18. Domestic Preference .....	16
19. Detailed Evaluation and Comparison of Bids .....	16
20. Post-Qualification .....	17
21. Signing of the Contract .....	18
<b>Section III. Bid Data Sheet .....</b>	<b>20</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>26</b>
1. Scope of Contract .....	27
2. Advance Payment and Terms of Payment .....	27
3. Performance Security .....	27
4. Inspection and Tests .....	28
5. Warranty .....	28
6. Liability of the Supplier .....	28
<b>Section V. Special Conditions of Contract .....</b>	<b>29</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>34</b>
<b>Section VII. Technical Specifications .....</b>	<b>35</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>49</b>

# ***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***



REPUBLIKA NG PILIPINAS  
KAGAWARAN NG PANANALAPI  
**KAWANIHAN NG INGATANG-YAMAN**  
(BUREAU OF THE TREASURY)  
Intramuros, Manila 1002

*Funding the Republic*

**INVITATION TO BID**

1. The **Bureau of the Treasury (BTr)**, through the **National Expenditure Program of FY 2021** intends to apply the sum of **Twelve Million Four Hundred Thousand Pesos (Php12,400,000.00)** being the ABC to payments under the contract for **Supply of Security Services for FY 2021 / ITB-3-2021-G (EPA)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **BTr** now invites bids for the above Procurement Project. Delivery of the Goods is required by **one (1) year upon receipt of Notice to Proceed**. Bidders should have completed, within **the last three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the Office of the BTr Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during 8:00 am to 5:00 pm.

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

<https://forms.gle/xYme26hZcw1gbRf2A>

5. A complete set of Bidding Documents may be acquired by interested Bidders on December 2, 2020 from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twelve Thousand Pesos (Php12,000.00).*

*Payment shall be through deposit to the Trust Fund Account of the BAC at the Land Bank of the Philippines with the following details:*

*Account Name: Bureau of the Treasury  
Account Number: 0011333664*

*The Bidders shall submit and send through email at [bac@treasury.gov.ph](mailto:bac@treasury.gov.ph) a scanned or screen captured copy of the Transaction Receipt/Deposit Slip as their proof of payment at least three (3) days before the date of bid opening.*

6. The **BTr-BAC** will hold a Pre-Bid Conference<sup>1</sup> on **Dec. 9, 2020, 10:30 am via zoom** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through online or electronic submission as indicated below, on or before **8:00 am of Dec. 21, 2020**. 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 **Dec. 21, 2020, 10:30 am , via zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *electronic* submission of bidding documents shall be made only to the official email: [e-bids@treasury.gov.ph](mailto:e-bids@treasury.gov.ph). Only pre-registered bidders who have received meeting invitation link and with submitted proof of payment of bidding documents (e.g. electronic payment system transaction receipt, validated bank deposit slip) will be allowed to submit their bids
11. The **BTr-BAC** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

***Bids and Awards Committee Secretariat  
Bureau of the Treasury  
Ayuntamiento Building  
Cabildo St., cor. A. Soriano Avenue, Intramuros Manila  
Email: [bac@treasury.gov.ph](mailto:bac@treasury.gov.ph)  
Contact Number: 8663-2287 loc. 2827  
Fax Number: 8524-7017***

13. You may visit the following websites:

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

For online bid submission: [e-bids@treasury.gov.ph](mailto:e-bids@treasury.gov.ph)

*Dec. 2, 2020*



**ATTY. GISELA F. LOOD** (Sgd.)  
Deputy Treasurer of the Philippines  
and Chairperson, BAC

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, Bureau of the Treasury wishes to receive Bids for **Supply of Security Services for FY 2021 / ITB-3-2021-G (EPA)**. .

The Procurement Project (referred to herein as “Project”) is composed of **one (1) lot** the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2021** in the amount of **Twelve Million Four Hundred Thousand Pesos (Php12,400,000.00)**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

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

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
    - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
  - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## 8. Pre-Bid Conference

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

## 9. Clarification and Amendment of Bidding Documents

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

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

## 12. Bid Prices

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

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

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

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

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

### 13. Bid and Payment Currencies

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

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

a. **Philippine Pesos.**

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</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 until **120 days (April 20, 2021)**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

### 15. Sealing and Marking of Bids

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

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

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

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<sup>2</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.

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

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

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

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

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

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

## **18. Domestic Preference**

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

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

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

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

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



- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
 

**Option 1 – One Project having several items that shall be awarded as one contract.**

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

*[Delete Options 2 and 3 if Framework Agreement will be used.]*
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

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

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

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

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

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



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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p><b>a. Supply of Security services for government and private offices</b></p> <p>b. completed within the <b>last three years [2017-2020]</b> prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Not Applicable</i>
12	No further instructions
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <b>Php248,000.00 [two percent (2%) of Php12,400,000.00]</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p><b>Note: For bid security in the form of cash, the bidder shall deposit the amount to LBP Account No: 0011333664 under Account Name: Bureau of the Treasury. A copy of the deposit slip or transaction receipt shall be submitted as part of the technical proposal.</b></p> <p>b. The amount of not less than <b>Php620,000.00 [five percent (5%) of Php12,400,000.00]</b> if bid security is in Surety Bond.</p> <p>The bid security in the form of cashier's/manager's check shall be payable to the <b>BUREAU OF THE TREASURY.</b></p> <p><b>Note: During the opening of bids, the scanned copy of bid security (in any form) will be accepted provided that the original will be submitted by the LCB/SCB together with the additional requirements for post-qualification within five (5) calendar days (non-extendible). Failure to do so will be a ground for post-disqualification.</b></p>
15	<p><b>General Instructions during the bid opening:</b></p> <ol style="list-style-type: none"> <li>1. The bidding documents shall be composed of "Envelope 1 - Technical Component" and "Envelope 2 - Financial Component".</li> <li>2. The bidder shall create two (2) archive format compression files (e.g., RAR, ZIP) to be labelled as "Envelope 1 - Technical Component" and "Envelope 2 - Financial Component". These archive format compression files must be protected with strong password (e.g., alphanumeric and special characters) to</li> </ol>

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

The Password must also have the following characteristics:

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

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

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

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

All electronic copies of bidding documents must be readable.

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

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

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

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

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

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

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

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

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

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

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

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

	<p>8. Only “Envelope 2 - Financial Component” of the eligible bidder will be decrypted. The password for decrypting “Envelope 2 - Financial Component” will be disclosed by the bidder only during the opening of his/its archive format compression file.</p> <p>9. Non-discretionary “pass/fail” criterion as stated in the Section 30 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be used during the Bid Opening.</p> <p><b>10.</b> All other rules and procedures as provided under Republic Act No. 9184, and its 2016 Revised Implementing Rules and Regulations are deemed incorporated as part of this instruction.</p> <p>The date and time of bid opening is on December 21, 2020, 10:30 a.m., <b>Philippine Standard Time (PST), via zoom</b></p>
16	<p>Bid documents submitted through electronic means which have not complied with the pre-registration and prior payment of bid documents requirement shall not be opened and considered immediately disqualified.</p> <p>1. A G-Suite drive of <a href="mailto:e-bids@treasury.gov.ph">e-bids@treasury.gov.ph</a> shall be maintained as official repository of all electronically submitted bidding documents.</p> <p>A folder will be created in the google drive for each procurement project. Within the folder, sub-folders will be created for each of the prospective bidders gathered from the pre-registration form. (Settings: Editor only – do not allow editor to change the folder sharing options)</p> <p>3. The BAC Secretariat will send email to pre-registered bidders. The email shall indicate the link of the bidder’s own folder in the google drive for the specified procurement project. To ensure integrity of the google drive, access thereto by the bidder shall be subject to confirmation/approval by the BAC Secretariat. (Settings: Do not give access)</p> <p>4. The BAC Secretariat shall verify all request for access to the google drive for electronic bid submission. Only verified bidder’s request shall be granted access to the google drive. To ensure auditability, all activity details in the google drive will be seen from the Activity Tab of <a href="mailto:e-bids@treasury.gov.ph">e-bids@treasury.gov.ph</a>.</p>



	<p>The address for submission of bids is:</p> <p><a href="mailto:e-bids@treasury.gov.ph">e-bids@treasury.gov.ph</a></p> <p>The deadline for submission of bids is <b>on or before Dec. 21, 2020, 8:00 a.m. , Philippine Standard Time (PST)</b></p>
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>
20.2	<p>No other Licenses and permits required:</p> <p>The following income and business tax returns are required to be submitted within five (5) calendar days from receipt of notice from the BAC:</p> <ol style="list-style-type: none"> <li>1. Valid and current Tax Clearance Certificate</li> <li>2. Latest income Tax Returns for year 2019 (BIR Form 1701 or 1702;</li> </ol> <p style="padding-left: 40px;">and</p> <ol style="list-style-type: none"> <li>3. Latest Value Added Tax Returns within the last six months: (2020) <ul style="list-style-type: none"> <li>• May 2550M</li> <li>• June 2550Q</li> <li>• July 2550M</li> <li>• August 2550M</li> <li>• September 2550Q</li> <li>• October 2550M</li> </ul> </li> </ol> <p><b>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (eFPS).</b></p> <p>Note: Documents submitted during post-qualification or as part of post qualification documents must be certified by the authorized representative to be true copy/ies from the original.</p>
21.2	<p><i>No additional requirement.</i></p>

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

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

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

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

## 3. Performance Security

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

#### **4. Inspection and Tests**

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

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

#### **5. Warranty**

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

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

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

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

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

## Special Conditions of Contract

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

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>



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

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	<b>SUPPLY OF SECURITY SERVICES CY 2021</b>	1 lot		One (1) year upon receipt of Notice to Proceed

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature over Printed Name  
Of the authorized representative

\_\_\_\_\_  
Date

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



*Funding the Republic*

REPUBLIKA NG PILIPINAS  
KAGAWARAN NG PANANALAPI  
**KAWANIHAN NG INGATANG-YAMAN**  
(BUREAU OF THE TREASURY)  
Intramuros, Manila 1002

## TECHNICAL SPECIFICATIONS

DESCRIPTION	: Supply of Security Services for FY 2021
BRIEF DESCRIPTION	: Provision of Twenty – Nine (29) Personnel to perform Security Services for the BTr at the Ayuntamiento and Palacio del Gobernador Buildings, this includes One (1) Assistant Detachment Commander, and One (1) Detachment Commander.
DURATION OF CONTRACT	: One (1) year (January to December 2021)
APPROVED BUDGET FOR THE CONTRACT (ABC)	: <b>Twelve Million Four Hundred Thousand</b> (Php 12,400,000.00) <i>Inclusive of Applicable Taxes &amp; 20% Administrative cost</i> <i>(per DOLE Department Order No. 150-16)</i>

### I. SCOPE OF WORKS AND SERVICES

**A. The Twenty-nine (29) Security Guards shall have the following work schedule: sixteen (16) Security Guards shall be performing work twelve (12) hours per day, seven (7) days a week inclusive of regular and special holidays, eight (8) for day shift and eight (8) for night shift; thirteen (13) security guards shall be performing work twelve (12) hours per day, five days a week during day shift; exclusive of regular and special holidays.**

1. Safeguard the Bureau of the Treasury (BTr) at the Ayuntamiento and Palacio del Gobernador Building from fire hazards, criminal infiltration, economic sabotage, electronic attack, bomb threats, flood damage, vandalism, and other forms of physical destruction.
2. Safeguard the vehicles, equipment, furniture, supplies and other materials of the BTr against theft, robbery, fire, arson, and other forms of crimes.
3. Provide security and escort to top management level officers within the BTr premises.
  - a) Secure the person of the Treasurer of the Philippines from bodily harm or any and all forms of threat to his/her safety and security.

- b) Secure the person of the Deputy Treasurers of the Philippines from any and all forms of threats to his/her safety and security.
  - c) Secure and escort the persons of other government officials entering the BTr premises on official business.
4. Safeguard the BTr personnel and employees against harm or threats when inside the Bureau premises during office hours.
  5. Promote and maintain peace and order within the premises of the BTr and in the assigned areas of responsibility including, but not limited to, the designated restricted and high-risk areas within the BTr premises.
  6. Be accountable for and safe keep of all equipment and materials issued to him/her as part of his/her duty, and report immediately any damage to said equipment or materials.
  7. Expedite any and all activities in support of the mission and objectives of the Administrative services including all legal and lawful instructions handed down by the higher authority.
  8. Record and document in the Security Guard's logbook all significant events occurring in his/her area responsibility and/or report in writing any incident inimical to the integrity of the Bureau of the Treasury.
  9. Maintain proper decorum, personal discipline, grooming and decent uniform while on duty and refrain from reading newspapers, drinking alcoholic beverage or taking prohibited drugs or any other wrong doing that will distract him/her from performing his/her official function.
  10. Comply with Orders, Circulars and other policies of the BTr, including lawful orders by the Chief Facilities Maintenance Division, Administrative Service.
  11. To strictly comply with R.A. 5487 as amended by P.D. 1919, otherwise known as the Private Security Agency Law, and it's implementing rules and regulations.
  12. Assist in the renewal of BTr firearms licenses, License to own and Possess Firearm (LTOPF) and Permit to Carry (PTC).
- B. At least four (4) of the Twenty-nine (29) security guards, two for day shift, and two for the night shift; shall operate and monitor the Closed Circuit Television (CCTV), twelve (12) hours a day, seven days a week, alternately and perform other functions assigned by the Chief of Facilities Maintenance Division.**

The personnel that will be provided must have a minimum experience of at least one year in operating a CCTV system. In addition to the responsibilities as stated in paragraph A, the CCTV Operator shall be responsible:

- To monitor events and actions through the CCTV in an efficient manner and maintain an efficient data storage, archiving and file management system.
- To report equipment system failure to the Chief Facilities Maintenance Division, Administrative Service and recommend possible solution as necessary.
- To report all suspicious events in a written format.
- To control access to all unauthorized personnel to the control room in order to maintain high security and confidentiality of the CCTV operations.

#### Working Conditions:

With or without reasonable accommodations, requires the physical and mental capacity to perform effectively all essential functions. In addition to other demands, the demands of the job include:

- Must undergo and meet company standards for background and reference checks, drug testing, and behavioral selection survey.
- Maintain exposure in dealing with authorities, executives, clients, staff, and the public occasionally under conditions of emergency and in pressure situations.
- Exposure to stressful situations such as challenging individuals who are in or approaching an unauthorized area.
- Rapid and effective decision making during unusual or emergency situations.
- Work in environment and under conditions that require carrying authorized weapons and ammunitions, the use of protective gear and devices and/or awareness of personal safety and safety of others.
- Exposure to sensitive and confidential information.
- Regular computer usage.
- Ability to handle multiple task concurrently.
- Must be able to see, hear, speak, and write clearly in order to communicate with clients, employees and/or customers.
- Close and distance vision and ability to adjust focus.
- Frequent sitting, standing and/or walking which may be required for long periods of time and may involve climbing stairs and walking up inclined and uneven terrain.
- On occasion, may be required to perform stressful and physical activity.

- 24/7 availability to the client.

## II. STRATEGIC AREAS TO BE COVERED BY SECURITY SERVICES

- Basement area of Ayuntamiento Building
- All floors from Basement up to the rooftop, and all covered areas of the Bureau of the Treasury at the Ayuntamiento Building.
- Perimeter Area
- CCTV Control Room, and
- Property of the Bureau of the Treasury at the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 6<sup>th</sup> floors of the Palacio del Gobernador and HK Sun Plaza, Pasay City.

## III. SCHEDULE OF REQUIREMENTS

The following shall be provided by the Contractor:

ITEM NO.	QTY.	DESCRIPTION	BIDDER'S COMPLIANCE
1	27	<p><b>SECURITY GUARDS</b></p> <ol style="list-style-type: none"> <li>Filipino Citizen</li> <li>Preferably have completed 72 units of college education</li> <li>With at least five years' experience as security guard</li> <li>Good in oral and written English communication</li> <li>Physically and mentally fit</li> <li>25 to 40 years old</li> <li>Minimum height: 5'7" male / 5'2" female</li> <li>Min. Weight: Male: 135 lbs. / Female: 120- lbs.</li> <li>Undergone pre-licensing training course</li> <li>With good knowledge in incidence report preparation.</li> <li>Passed neuropsychiatric evaluation test and drug test <i>(Submit copy of result taken within the last six months).</i></li> <li>Must have undergone the following training: <ul style="list-style-type: none"> <li>Anti-Terrorism</li> <li>Basic of Safety/Fire Prevention</li> </ul> </li> </ol>	

		<ul style="list-style-type: none"> <li>- First Aid Course</li> <li>- Self-defense</li> </ul> <p>1.13. Must possess a valid security license as of bidding date and during their tour of duty in the BTr (<i>submit copy of license</i>)</p> <p>1.14. Must be of good moral character, honest, alert and have not been charged nor convicted of any offense involving moral turpitude.</p> <p><i>Certificate of good moral character from barangay where the prospective guard is a resident.</i></p>	
ITEM NO.	QTY.	DESCRIPTION	BIDDER'S COMPLIANCE
2	1	<p><b>DETACHMENT COMMANDER</b></p> <p>2.1. Filipino Citizen</p> <p>2.2. Physically and mentally fit</p> <p>2.3. College Graduate, preferably BS Criminology or Graduate of any Bachelor's Degree and at least a Certified Security Professional (CSP)</p> <p>2.4. Should have undergone any of equivalent military officer's training, such as Security Officer Course with corresponding certificate and diploma</p> <p>2.5. Minimum height must be 5'7" and minimum weight shall be 140 lbs.</p> <p>2.6. Good knowledge in report preparation and monitoring / operation of the CCTV</p> <p>2.7. Good in oral and written English communication</p> <p>2.8. Must have gone relevant training on the following:</p> <ul style="list-style-type: none"> <li>- Anti-Terrorism</li> <li>- Basic of Safety/Fire Prevention</li> <li>- First Aid Course</li> <li>- Self Defense</li> <li>- Firearms handling and safety and mentally fit</li> </ul>	
ITEM NO.	QTY.	DESCRIPTION	BIDDER'S COMPLIANCE



3	1	<p><b>ASSISTANT DETACHMENT COMMANDER /</b></p> <p><b>SHIFT-IN -CHARGE</b></p> <p>4.1. Filipino Citizen</p> <p>4.2. Physically and mentally fit</p> <p>4.3. College Graduate, preferably BS Criminology or Graduate of any Bachelor's Degree and at least a Certified Security Professional (CSP)</p> <p>4.4. Should have undergone any of equivalent military officer's training, such as Security Officer Course with corresponding certificate and diploma</p> <p>4.5. Minimum height must be 5'7" and minimum weight shall be 140 lbs.</p> <p>4.6. Good knowledge in report preparation and monitoring/operation of the CCTV</p> <p>4.7. Good in oral and written English communication</p> <p>4.8. With at least one (1) year experience as Security Officer from security detachment with manpower complement of not less than 35 guards</p> <p>4.9. Must have gone relevant training on the following:</p> <ul style="list-style-type: none"><li>- Anti-Terrorism</li><li>- Basic of Safety/Fire Prevention</li><li>- First Aid Course</li><li>- Self Defense</li><li>- Firearms handling and safety and mentally fit</li></ul> <p>4.10. Preferably not be over 45 years of age</p> <p>4.11. Must possess a valid security license of bidding date and during their tour of duty.</p>		
ITEM NO.	DESCRIPTION	UNIT	QTY.	BIDDER'S COMPLIANCE
5	MATERIALS / EQUIPMENT / SUPPLIES to be provided by the Contractor			
	1. Prescribe Basic uniform (Barong: see design)	Set	29	
	2. Tropical (complete with combat shoes and low carry holster)	Set	tbd	
	3. Nightstick/ Baton	Pc	27	
	4. Whistle	Pc	27	
	5. Timepiece (synchronized)	Pc	27	

6.	Writing Pen	Pc	27	
7.	Notebook and duty checklist (electronic or not)	Pc	27	
8.	Flashlight	Pc	27	
9.	First Aid Kit	Set	27	
10.	Service Firearms (w/ holster), <i>17 Short and 3 Long / Rifle</i>	Set	20	
11.	Handcuffs	Pc	25	
12.	Metal Detector (for entrance gate guard only)	Unit	4	
13.	Communication radio	Unit	20	
14.	Under Chassis Mirror	Unit	3	
15.	Traffic Wand	Unit	2	
16.	Reflectorized traffic vest	Set	6	
17.	Non-Contact Infrared Temperature Scanner with tripod and Automatic Alcohol Dispenser (Ground Lobby Entrance, Basement Lobby Entrance, and spare)	Unit	3	
18.	Armor Vest (for officers only)	Pc	3	
19.	Digital guard Tour System	Unit	1	
20.	Raincoat/ Pontio	Set	29	
21.	Finger Scan T/A	Unit	1	
22.	CCTV with 10 cameras	Set	1	
23.	Pre-fab Modular Guard's Booth	Unit	2	
The contractor shall provide the above-mentioned security personnel and equipment which should be 100% operational at all times for the duration of contract				

## IV. TECHNICAL SPECIFICATIONS

### TECHNICAL PARAMETERS Based on GPPB Circular No. 24-2007

Item No.	DESCRIPTION	BIDDER'S COMPLIANCE
1	<b>Stability of the Company</b>	
	<b>a) Years of Experience</b> <ul style="list-style-type: none"> <li>- <i>Has been in the business for ten (10) years</i></li> <li>- <i>Should have a minimum of one thousand (1000) deployed security personnel</i></li> <li>- <i>Has provided security services to at least 15 government or financial institution for the past five (5) years</i></li> <li>- <i>Bidder shall submit certification under oath of list of contracts completed for the past five (5) years</i></li> </ul>	
	<b>b) Liquidity of the Contractor</b> <ul style="list-style-type: none"> <li>- <i>Submit Audited Financial Statement for CY 2018 and 2019 duly stamped received by BIR or its duly accredited and authorized institutions)</i></li> </ul> <p><i>Computation :</i></p> <p><i>Current Assets over Current Liabilities</i></p> <p><i>The ratio should be at least 3:1 based on 2018 and 2019 Audited Financial Statements</i></p>	
	<b>c) Organizational Set-up</b> <p><i>Organizational capability of any agency shall be based on its compliance with Appendix "A" (Organizational Structure of Private Security Agencies) of RA 5487 (The Private Security Agency Law):</i></p> <ul style="list-style-type: none"> <li>- <i>Submission of Organizational chart;</i></li> <li>- <i>Key personnel and all security officers must be degree holders with military/law enforcements /security;</i></li> <li>- <i>Management experience or commissioned officer of the AFP with at least three (3) years' experience in private security administration and operation; and</i></li> <li>- <i>At least ten percent (10%) of the security guard force are providing security services to industrial establishments (e.g., vital installation, airports, power plants, and banks) and government institution at present.</i></li> </ul>	

2	<b>Resources</b>	
	<b>a) Number of Licensed Firearms</b> <ul style="list-style-type: none"> <li>- Agency shall have a minimum number of licensed and serviceable firearms (cal .38 or 9mm for hand guns and/or gauge for shotguns) equivalent to 1/3 of their total numbers of security guards; and</li> <li>- <b>SUBMIT LIST OF LICENSED FIREARMS.</b></li> </ul>	
	<b>b) Number and Kinds of Communications equipment</b> <ul style="list-style-type: none"> <li>- Communication equipment should be registered in the name of the agency and actually being utilized in their present operation (Communication with base repeater and portable units (equivalent to 1/3 of their total number of security guard; and</li> <li>- <b>SUBMIT PHOTOCOPY</b> of list of all NTC licensed communication equipment.</li> </ul>	
	<b>c) Number and Kind of Motor Powered Vehicles</b> <ul style="list-style-type: none"> <li>- Should have a minimum of ten (10) 4-wheel Vehicles registered in the name of the agency and actually utilized in the supervision of their security forces within Metro Manila; and</li> <li>- Submit LTO registration certificate in the name of security agency.</li> </ul>	
	<b>d) Number of licensed guards</b> <ul style="list-style-type: none"> <li>- Should have a minimum of seven hundred (700) licensed security personnel /guards at present; and</li> <li>- Has provided security services to at least 10 government or financial institution for the past five (5) years</li> <li>- Submit Monthly Disposition Report (Minimum of six months: January 2020 to June 2020) stamped received by SOSIA.</li> </ul>	
3.	<b>Security Plan for the BTr</b>	

	<p>a) <i>The Security Plan shall provide safety, precautionary and/or preventive and remedial measures based on the following criteria:</i></p> <ol style="list-style-type: none"> <li>1. <i>General Security Guidelines</i></li> <li>2. <i>Key Control Guidelines</i></li> <li>3. <i>Exclusive and Restricted Areas</i></li> <li>4. <i>Vital Installations</i></li> <li>5. <i>Disaster Control and Preparedness Plan</i> <ol style="list-style-type: none"> <li>(a) <i>Terrorism and Sabotage</i> <ol style="list-style-type: none"> <li>i. <i>Precautionary Measures</i></li> <li>ii. <i>Security guidelines during and allied catastrophic incidents: fire, bomb explosion, gas leakage, etc.</i></li> </ol> </li> <li>(a) <i>Typhoon</i></li> <li>(b) <i>Earthquake; and</i></li> <li>(c) <i>Other force majeure</i></li> </ol> </li> </ol> <p>b) <i>The concerned bidder shall submit a Security Plan including Certificate of Site Inspection (with FMD's notation) which shall be included in the proposal.</i></p>	
4.	<p><b>Other factors</b></p> <p><b>(a) Recruitment and Selection Criteria</b></p> <ul style="list-style-type: none"> <li>- <i>Hiring Process and personnel Training</i></li> </ul> <p><b>(b) Completeness of Uniforms and Other Paraphernalia</b></p> <p><i>The following shall comprise the basic equipment of a security guard while on duty:</i></p> <ol style="list-style-type: none"> <li>1. <i>Prescribed Basic Uniform with black shoes</i></li> <li>2. <i>Tropical, six-pocket with black combat shoes and low carry holster</i></li> <li>3. <i>Nightstick/baton</i></li> <li>4. <i>Whistle</i></li> <li>5. <i>Timepiece (synchronized)</i></li> <li>6. <i>Writing pen</i></li> <li>7. <i>Notebook and duty checklist</i> <i>(logbook paginated and Smyth sewn)</i></li> <li>8. <i>Flashlight</i></li> <li>9. <i>First Aid Kit</i></li> </ol>	

<p>10. <i>Service Firearms with holster (17 Short and 3 Long / Rifle)</i></p> <p>11. <i>Handcuffs</i></p> <p>12. <i>Metal Detector (for entrance gate guard only)</i></p> <p>13. <i>Communication Radio</i></p> <p>14. <i>Stun Devices (for officers only)</i></p> <p>15. <i>Armor Vests (for officers only)</i></p> <p>16. <i>Raincoat / Pontio</i></p> <p>17. <i>Temperature Scanner</i></p> <p><b><i>The winning bidder shall be responsible in seeking clearance and approval from PNP-SOSIA as regards to uniform requirements of the Bureau of the Treasury. The cost of the uniform is understood to be included in the computation of financial proposal</i></b></p>	
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## V. OTHER RESPONSIBILITIES OF THE SUPPLIER/CONTRACTOR

- a. The Contractor shall maintain physically fit Security guards assigned to and accepted by the BTr to render security services for the duration of the contract unless otherwise advised by the BTr. The assigned guards shall undergo physical fitness test to be done by the contractor in the presence of BTr representative.
- b. The discipline and administration of the security guards shall conform to the rules and regulations of the Contractor and the BTr. The rules to be set by the Contractor should be approved by the BTr.
- c. The Contractor's personnel rendering unsatisfactory performance, questionable behaviour or moral acts and violating house rules and regulations of the BTr shall be immediately replaced upon receipt of written memorandum from the BTr. On the other hand, the Contractor shall not replace security guard/s to the BTr without prior approval from the latter.
- d. The Contractor shall provide security personnel with at least seventeen (17) units licensed 9mm firearms, five (5) units licensed shotgun, at least one magazine ammunition of each firearm, at least seventeen (17) sets licensed two-way radio communication system plus seventeen (17) extra battery packs, emergency light. Flashlight and batteries, at least four (4) handheld metal detectors, three (3) units of vehicle under chassis inspection mirror, two (2) units traffic wand, six set reflectorized traffic vest, and three (3) units of Non-Contact Infrared Temperature Scanner with stand and Automatic Alcohol Dispenser.
- e. The security guards of the Contractor shall in no case be an employee of the BTr and accordingly, the BTr cannot be held responsible for any claims for compensation for personal injury or damages including death, where such injury or damage was carried either to any of the guards or to any persons resulting in the course of the performance of the duty of said security guards.

- f. The Contractor's security guards shall not be allowed to stay in the building premises when not on duty, unless unforeseen condition prevail.
- g. The Contractor shall require its security guards assigned to the BTr to render services in accordance with the contract and to report at least thirty (30) minutes earlier prior to reporting to their respective post.
- h. The Contractor shall provide at least four (4) security relievers in case regular posted guards are absent.
- i. The Contractor shall require its security guards to render services exceeding the scheduled working hours in the exigency of the service and as the need arises. Absent security personnel shall immediately be replaced with substitute personnel in temporary capacity.
- j. The Contractor shall assume full responsibility for any liabilities, cause/s of action or claims which may be filed by any of the security guard under Labor Laws, Employees Compensation Laws or other special laws, rules and regulations mandated by the Department of Labor and Employment which are now in effect and by virtue hereof, the Contractor shall render the BTr, its officers and employees free and harmless of any of such liabilities, cause of action or claims
- k. The Contractor shall be responsible for the loss, damage, or injury that may be suffered by the BTr or its official and employees and third party within the working hours of the security guards and protective agent made known in writing to the Contractor within twenty four (24) hours of its occurrence or discovery and which loss or damage is due to the fault or negligence of the security guards. It is expressly understood that the Contractor shall not be liable for loss/es or damage/s due to fortuitous events or force majeure except when the Contractor or its security guards are at fault or negligent. That the Contractor shall guarantee the payment of any loss/es or damage/s to the property of BTr and/or third party after proper investigation has been conducted and it is established that the loss/damage is the result of the act, omission and negligence and/or reckless imprudence of the security guards.
- l. The Contractor shall submit to the BTr proof of remittance of statutory deductions such as, but not limited to SSS, Pag-ibig, PhilHealth, etc., within fifteen (15) days after the end of each month.
- m. The Contractor shall comply with labor standards law especially in the payment of wage and benefits of its security guards.
- n. The Contractor shall provide security augmentation during important occasions or milestone affairs of the BTr. Provision of K-9 security or additional powered weapon may be requested by BTr.
- o. The Contractor shall likewise submit the following:
  - 1. Certification of Good Standing from Philippine National Police Security Agency and Guards Supervision Division (PNP-SAGSD) and Philippine Association of Detective and Protective Agency Operators (PADPAO).
  - 2. Certified copy of License to Operate as Security Agency from Philippine National Police.

3. Surety Bond (Third Party Liability Insurance) for all security guard.
- p. The contractor shall provide additional CCTV camera to the BTr to augment the BTr CCTV, especially at the blind spot areas which the BTr CCTV did not cover.
- q. The contractor shall provide two (2) units modular pre-fabricated guard house/ booth to be installed/ located at the two corners of the Ayuntamiento building.
- r. The contractor shall assist the BTr in the renewal of BTr firearms licenses, LTOPF and permit to carry firearms.

#### **VI. RESERVATION CLAUSE**

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

The BTr assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of the bid.

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature over Printed Name  
Of the authorized representative

\_\_\_\_\_  
Date



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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class “B” Documents***

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

**or**

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

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

- ☐ (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

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

## SAMPLE FORMS

### Statement of Ongoing and Awarded But Not Yet Started Contracts

This is to certify that [name of company] has the following ongoing and awarded but not yet started contracts for CY 2017-2020

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

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

#### Instructions:

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
  - (i) The day before the deadline of submission and opening of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

## Statement of Single Largest Completed Contract (SLCC)

This is to certify that [name of company] has the SLCC for the period CY 2017-2020:

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

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

### Instructions:

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

## Bid Form

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Date: \_\_\_\_\_  
Invitation to Bid<sup>3</sup> N<sup>o</sup>: ITB-3-2021-G (EPA)

To: **BIDS AND AWARDS COMMITTEE**  
**Ayuntamiento Building**  
**Cabildo St., cor. A. Soriano Avenue,**  
**Intramuros Manila**

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply of Security Services for FY 2021**, in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in [BDS](#) provision for **ITB Clause Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:<sup>4</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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

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

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<sup>3</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>4</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause Error! Reference source not found.** of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for **Supply of Security Services for FY 2021**, [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for the **Supply of Security Services for FY 2021**, of the **Bureau of the Treasury**.*

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

### For Goods Offered From Abroad

Name of Bidder \_\_\_\_\_. Invitation to Bid<sup>5</sup> Number \_\_\_\_\_. Page \_\_\_\_ of \_\_\_\_\_.

[illegible]

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

<sup>5</sup> If ADB, JICA and WB funded projects, use IFB.



*Based on New Daily Minimum Wage Order No. 22 (Php 537.00)*

	DAY SHIFT	DAY SHIFT	NIGHT SHIFT
Work Days/Week	5.00	7.00	7.00
Work Hours/Day	12.00	12.00	12.00
No. of Days/ Year			
Minimum Wage (DOLE Order No. 22)			
Amount to Guard			
1. Average Monthly Salary			
2. Nigh Differential Pay			
3. 13th Month Pay			
4. 5-Days Incentive Pay			
5. Uniform Allowance			
6. OT Pay			
Amount to Government In Favor of Guard			
7. Retirement Pay			
8. SSS			
9. State Insurance Premium			
10. PHILHealth Contribution			
11. PAG-Ibig Contribution			
A. Total Amount to Guard and to Government			
B. Agency Fee (20% as per DOLE 150-16)			
12. Administrative and Overhead Margin			
C. Value Added Tax			
D. Minimum Bid/ Contract Rate			
E. Number of Guards			
F. Total Bid/ Contract Amount			
G. Number of Months			
H. Total Bid Contract Price for 12 months			
<b>TOTAL BID PRICE</b>			

## Omnibus Sworn Statement

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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;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *Select one, delete the rest:*

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice

(A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_, issued on \_\_\_\_ at \_\_\_\_\_.

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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

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

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

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

\* This form will not apply for WB funded projects.

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

## BID SECURING DECLARATION FORM

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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>6</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>6</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. \_\_\_\_\_, issued on \_\_\_\_ at \_\_\_\_\_.

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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

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

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

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

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

