

BID DOCUMENTS

For the

SERVICE CONTRACT FOR THE SECURITY SERVICES FOR SEC HEAD OFFICE AND EXTENSION OFFICES FOR A PERIOD OF ONE (1) YEAR

Project ID: SEC PB No. 2022-02

Sixth Edition July 2020

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC - Bids and Awards Committee.

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

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

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

BIR - Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs - Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA - National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC - Single Largest Completed Contract.

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

UN - United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

Section I. Invitation to Bid



SERVICE CONTRACT AGREEMENT FOR THE SECURITY SERVICES FOR HEAD OFFICE AND EXTENSION OFFICES

- 1. The Securities and Exchange Commission (SEC), through the authorized appropriations under the FY 2022 Budget of SEC, intends to apply the sum of Twenty-One Million One Hundred Fifty Thousand Pesos (Php 21,150,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Project, Service Contract Agreement for the Security Services for Head Office and Extension Offices, (Project ID: SEC PB No. 2022-02). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. SEC now invites bids for the above procurement project. Delivery of the Goods is required in FY-2022 as specified is Section VI (Schedule of Requirement) of the Bidding Document. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders.
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA 9184).
 - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or corporations 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 5183.
- 4. Prospective bidders may obtain further information from the SEC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 9:00 a.m. to 4:00 p.m.
- 5. A complete set of Bidding Document may be acquired by Interested Bidders starting on December 10, 2021 from the given address and websites below and upon payment of applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty Thousand Pesos (Php 20,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.
- 6. The SEC will hold a Pre-Bid Conference on **December 17, 2021, 10:00 am** at the Executive Lounge, 3rd Floor, Secretariat Building, PICC Complex, Pasay City and/or

through video conferencing or webcasting via zoom, which shall be open to prospective bidders

The prospective bidder is advised to send email at <u>bacsecretariat@sec.gov.ph</u>. for the link to join the meeting which will be provided before the scheduled Pre-Bid Conference.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the Procurement Division, 3rd Floor, Secretariat Building, PICC Complex, Pasay City, on or before, **January 7, 2022**, **10:00 am**. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a Bid Security in any acceptable forms and in the amount stated in ITB Clause 14.
- 9. Bid Opening shall be on January 7, 2022, 10:00 am at the Executive Lounge, 3rd Floor, Secretariat Building, PICC Complex, Pasay City and/or via zoom. Bids will be opened in the presence of the bidder's representative who choose to attend the activity (To minimize face to face transaction with the public only one (1) representative for each bidder will be allowed during the opening of bids).
- 10. The SEC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

SEC BAC Secretariat
Human Resource and Administrative Department
3rd Floor, Secretariat Building
PICC Complex, Pasay City
Telefax. no.: (632) 8818.5330

Electronic mail: bacsecretariat@sec.gov.ph

12. You may visit the following websites to download the bidding document: https://www.sec.gov.ph.

https://www.philgeps.gov.ph

December 9, 2021

ARMANDO A. PAN, JR.

Chairman, Bids and Awards Committee

Section II. Instructions to Bidder

Notes on the Instructions to Bidders

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

1. Scope of Bid

- 1.1. The Securities and Exchange Commission (SEC) wishes to receive Bids for the Service Contract for Security Services for SEC Head Office and Extension Offices (SEC PB No. 2022-02).
- 1.2. The Procurement Project (referred to herein as "Project") is composed of one (1) lot, identification, and number of 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 FY 2021 in the amount of Twenty-One Million One Hundred Fifty Thousand Pesos (Php 21,150,000.00)
- 2.2. The source of funding is through the authorized appropriations under the FY 2022 Budget of SEC.

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:

[Select one, delete the other/s]

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and

- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

[Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- b. Subcontracting is not allowed.
- 7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 3rd Floor Executive Lounge, Secretariat Building, PICC Complex, Pasay City 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 five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents Comprising the Bid: Financial Components

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

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until [indicate date]. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Selling and Marking of Bids

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

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

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

16. Deadline and Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The Bidder 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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. 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. 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 multiyear 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. 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.
- 21.3. 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.
- 21.4. 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

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. referred to the Security Manpower Services
	b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	 a. The amount of not less than Php 423,000.00 (2%) of ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than Php 1,057,500.00 (5%) of ABC if bid security is in Surety Bond which is callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission.
15	Each Bidder shall submit one (1) originally signed certified true copy of the original document and two (2) duplicate copies of the first and second components of its bid. Bidder must arrange each bid documents into sections with tabs properly labeled separating each document according to the provided checklist.
19.3	No further instruction
20.2	The Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:
	1. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:
	 i. Latest Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment within the last six (6) months preceding the date of bid submission
	2. Valid and current License to Operate (LTO) a Private Security Agency issued by the PNP-Supervisory Office for Security and Investigation Agencies (SOSIA); or Copy of application for renewal of license with official receipt
	* In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.
	** In case the valid Mayor's Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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 jointly and severally liable to the procuring entity.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	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:
	The delivery terms applicable to the Contract are DDP delivered in Manila. In accordance with INCOTERMS."
	"The delivery terms applicable to this Contract are delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Assistant Director, Isma C. Gonzales.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	 a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; c) furnishing of a detailed operations and maintenance manual for each
	appropriate unit of the supplied Goods; d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;
	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.

Packaging -

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

Transportation -

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.

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.

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. 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. Intellectual Property Rights -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. In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable: a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit: b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Clause 33.2 of Section II. Instructions to Bidders of the Bidding Documents, in lieu of the unnotarized PSD The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The

inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and

2.2

binding upon the Supplier.

Section VI. Schedule of Requirements

The delivery schedule expressed as daily stipulates hereafter as delivery schedule after receipt of Notice to Proceed within which the manpower and equipment mobilization to the project site are completed. Such manpower and equipment shall be utilized to form part of the Security Services for the whole duration of the contract.

A. Scope Works

The service to be performed by the bidder shall essentially consist of furnishing licensed and uniformed security guards with communication equipment, firearms, and ammunition to secure offices, and other physical assets owned by SEC and its personnel. The services shall include provision of equipage/communications and special protective devices and equipment.

B. Duration Requirement

The Contract shall be for a period of one (1) year

C. Manning Hour Requirements

	Location	Total Manning Hour/Day (MonFri.)	Total Manning Hour/Day (Sat., Sun., &Holiday)
1	SEC HEAD OFFICE (PICC and SEC Building in EDSA)	312	156
2	SEC HEAD OFFICE (Peak Period Augmentation)	24	-
3	SEC-BAGUIO EXTENSION OFFICE	24	24
4	SEC-TARLAC EXTENSION OFFICE	10	-
5	SEC-LEGAZPI EXTENSION OFFICE	24	24
6	SEC-ILOILO EXTENSION OFFICE	24	24
7	SEC-CAGAYAN DE ORO EXTENSION OFFICE	24	24
8	SEC-ZAMBOANGA EXTENSION OFFICE	36	24
9	SEC-CEBU EXTENSION OFFICE	72	48
10	SEC-DAVAO EXTENSION OFFICE	80	48
11	SEC-BACOLOD EXTENSION OFFICE	24	24
	TOTAL	654	396



BREAKDOWN:

C.1 SEC Head Office at PICC and at the SEC Building at EDSA, Mandaluyong City (Posting and Manning Hour on 2 shifts/12 Hours Duty)

Monday to Friday

		1st	Shift	2nd	l Shift
	Posting Area	No. of Guards	Manning Hours/day	No. of Guards	Manning Hours/day
1	Secretariat Main Entrance	2	24	-	_
2	East Wing CRMD Entrance	1	12		
3	East Wing CRMD Public Staging Area	2	24		12
4	West Wing ERTD & ICTD Entrance	1	12		
5	West Wing Cashier/Receiving Area	1	12	1	
6	North Wing MSRD & CGFD Entrance	1	12		
7	North Wing EIPD Entrance	1	12		
8	Second Floor (NBOSS)	1	12	-	_
9	Third Floor Lobby	1	12	1	12
10	Third Floor Back Door (Elevator Area)	-	-	1	12
11	Third Floor Hallway	1	12	-	-
12	Third Floor Bridgeway (OCS & ERTD-TD Entrances)	1	12	-	-
13	Annex/Warehouse Building	1	12	-	-
14	Parking	1	12	-	-
15	Roving Guard	1	12	1	12
16	Supervisor/Detachment Commander	1	12	-	-
17	SEC Building at EDSA	3	36	2	24
Total		20	240	6	72
	Total manning hour per day		3	12	

Saturday, Sunday and Holiday

		1 st	Shift	2no	l Shift
	Posting Area	No. of Guards	Manning Hours/day	No. of Guards	Manning Hours/day
1	East Wing CRMD Entrance				
2	East Wing CRMD Public Staging Area	1			
3	West Wing ERTD & ICTD Entrance		10		10
4	West Wing Cashier/Receiving Area		1 12	1	12
5	North Wing MSRD & CGFD Entrance				
6	North Wing EIPD Entrance				
7	Third Floor Lobby	1	12	1	12
8	Third Floor Back Door (Elevator Area)	1	12	1	12
9	Annex/Warehouse Building	1	12	-	-
10	Supervisor/Roving Guard	1	12	1	12
11	SEC Building at EDSA	2	24	2	24
Total		7	84	6	72
	Total manning hour per day		1	56	



C.2 Peak Period Augmentation

(9 months – tentatively from April to December)

	Posting A roc	1	st Shift	
	Posting Area	No. of Guards	Manning Hours per day	
1	Secretariat Main Entrance	1	12	
2	West Wing Cashier/Receiving Area	1	12	
	Total manning hour per day		24	

C.3 SEC-Baguio Extension Office

(Proposed Posting and Manning Hour on 3 shifts/8 Hours Duty)

Monday to Sunday

	Posting Area	No. of Guards		Total Manning	
	rosting Area	1st shift	2nd Shift	3rd Shift	Hour
1	Main Entrance	1	1	1	24
To	otal manning hour per day		24		

C.4 SEC-Tarlac Extension Office

(Proposed Posting and Manning Hour on 1 shift/10 Hours Duty)

Monday to Friday

	Posting Area	No. of Guards		Total Manning	
	Fosting Area	1st shift	2nd Shift	3rd Shift	Hour
1	Main Entrance	1			10
T	otal manning hour per day	10			

C.5 SEC-Legazpi Extension Office

(Proposed Posting and Manning Hour on 3 shifts/8 Hours Duty)

Monday to Sunday

	Posting Avec	No. of Guards			
	Posting Area	1st shift	2nd Shift	3rd Shift	Hour
1	Main Entrance	1	1	1	24
T	otal manning hour per day	24			

C.6 SEC-Iloilo Extension Office

(Proposed Posting and Manning Hour on 3 shifts/8 Hours Duty)

Monday to Sunday

	Posting Avec	No. of Guards			
	Posting Area	1st shift	2nd Shift	3rd Shift	Hour
1	Main Entrance	1	1	1	24
T	otal manning hour per day		24		

C.7 SEC-Cagayan De Oro Extension Office

(Proposed Posting and Manning Hour on 3 shifts/8 Hours Duty)

Monday to Sunday

	Donting Avec	No. of Guards			Total Manning
	Posting Area	1st shift	2nd Shift	3rd Shift	Hour
1	Main Entrance	1	1	1	24
T	otal manning hour per day		24		



C.8 SEC-Zamboanga Extension Office

Monday to Friday (Proposed Posting and Manning Hour on 2shifts/12 Hour Duty and

1 shift/12 Hour Duty)

	Posting Avec	No. of	Guards	Total Manning
	Posting Area	1st shift	2nd Shift	Hour
1	3rd Floor Entrance	1	1	24
2	Ground Floor Cashier	1	-	12
To	otal manning hour per day		36	

Saturday, Sunday and Holiday

(Proposed Posting and Manning Hour on 2shifts/24 Hours Duty)

	Posting Avec	No. of	Guards	Total Manning
	Posting Area	1st shift	2nd Shift	Hour
1	Ground Floor Staircase	1	1	24
To	otal manning hour per day		24	

C.9 SEC-Cebu Extension Office

(Proposed Posting and Manning Hour on 2 shifts/12 Hours Duty)

Monday to Friday

	Posting Auga	No. of	Guards	Total Manning
	Posting Area	1st shift	2nd Shift	Hour
1	Main Entrance Gate	1	_	12
2	Main Entrance	1	1	24
3	Ground Floor lobby	1	1	24
4	2nd Floor Receiving Area	1		12
To	otal manning hour per day	7	2	

Saturday, Sunday and Holiday

	Posting Avec	No. of	No. of Guards		
	Posting Area	1st shift	2nd Shift	Hour	
1	Main Entrance Gate		-	-	
2	Main Entrance	1	1	24	
3	Ground Floor lobby	1	1	24	
4	2nd Floor Receiving Area	-	_	-	
To	otal manning hour per day	4	8		

C.10 SEC-Davao Extension Office

(Proposed Posting and Manning Hour on 3 shifts/8 Hours Duty)

Monday to Friday

	Docting Anna		No. of Guards		
	Posting Area	1st shift	2nd Shift	3rd Shift	Hour
1	Main Entrance	1	1	1	24
2	Main Hallway	1	-	-	8
3	Office Entrance	1	1	1	24
4	Old SEC Building	1	1	1	24
To	otal manning hour per day		80		

Saturday, Sunday and Holiday

	Decting Auga		No. of Guards		
	Posting Area	1st shift	2nd Shift	3rd Shift	Hour
1	Main Entrance	1	1	1	24
2	Main Hallway	-	-	-	-
3	Office Entrance	-	-	-	-
4	Old SEC Building	1	1	1	24
Te	otal manning hour per day		48		



C.11 SEC-Bacolod Extension Office

(Proposed Posting and Manning Hour on 3 shifts/8 Hours Duty)

Monday to Sunday

	Docting Avec		No. of Guards	l .	Total Manning
	Posting Area	1st shift	2nd Shift	3rd Shift	Hour
1	Main Entrance	1	1	1	24
To	otal manning hour per day		24		

D. Additional Requirements

D.1 SEC HEAD OFFICE

Item No.	Description	Qty	Total
1	Service Firearms a) Twenty (20) units of at least 9 mm with twelve (12) live ammunition each, b) One (1) unit of 12 GA shotgun with nine (9) live ammunition.	20	21
2	CCTV System, with Digital Video Recorder (DVR), wireless viewing ready 1 set for SEC Office in PICC 1 set for SEC Building in EDSA At least 1 Month Footage Retention	1	2 sets
3	CCTV Cameras, High Resolution 19 for SEC Office in PICC 4 for SEC Building in EDSA		23
4	CCTV Monitor, screen size at least 32" • 2 units for SEC Office in PICC • 1 unit for SEC Building in EDSA		3
5	Brand New Handheld Radio, 200-300Mhz with extra battery pack and charger	battery	22
6	Metal Detector		2
7	Megaphone		1
8	Gas Mask		5
9	Rechargeable Spotlight		5
10	Fire Coat		5
11	Umbrella		3
12	Digital Camera		1
13	Night Stick		20
14	Rain Coat and Rubber Boots		2 each
15	Whistle		26
16	First Aid Kit		26
17	Traffic Vest		1
18	Desktop Computer and Printer		1 set
19	Flashlights with batteries		26

D.2 SEC HEAD OFFICE - Peak Period Augmentation

Item No.	Description Q	ty	Total
1	Service Firearms a) Two (2) units of at least 9 mm with twelve (12) live ammunition each.	2	2
2	Brand New Handheld Radio, 200-300Mhz with extra battery pack and batter charger	ery	2
3	Night Stick		2
4	Whistle		2
5	First Aid Kit		2
6	Flashlights with batteries		2



D.3 SEC-Baguio Extension Office

Item No.	Description	Total
1	Firearm One (1) unit of at least 9 mm with twelve live ammunition	1
2	CCTV System, with Digital Video Recorder (DVR), wireless viewing ready • At least 1 Month Footage Retention	1 set
3	CCTV Camera, High resolution	3
4	CCTV Monitor, screen size at least 32"	1
5	Metal Detector	1
6	Megaphone	1
7	Gas Mask	1
8	Rechargeable Spotlight	1
9	Fire Coat	1
10	Umbrella	1
11	Digital Camera	1
12	Night Stick	1
13	Whistle	1
14	First Aid Kit	1
15	Flashlights with batteries	111

D.4 SEC-Tarlac Extension Office

Item No.	Description	Total
1	Firearm • One (1) unit of at least 9 mm with twelve live ammunition	1
2	CCTV System, with Digital Video Recorder (DVR), wireless viewing ready • At least 1 Month Footage Retention	1 set
3	CCTV Camera, high resolution	2
4	CCTV Monitor, screen size at least 32"	1
5	Metal Detector	1
6	Gas Mask	1
7	Fire Coat	1
8	Umbrella	1
9	Digital Camera	1
10	Night Stick	1
- 11	Whistle	1
12	First Aid Kit	1
13	Flashlights with batteries	1

D.5 SEC-Legazpi Extension Office

Item No.	Description	Total
1	Firearm • One (1) unit of at least 9 mm with twelve live ammunition	1
2	CCTV System, with Digital Video Recorder (DVR), wireless viewing ready • At least 1 Month Footage Retention	1 set
3	CCTV Camera, high resolution	2
4	CCTV Monitor, screen size at least 32"	1
5	Metal Detector	1
6	Megaphone	1
7	Gas Mask	1
8	Rechargeable Spotlight	1
9	Fire Coat	1
10	Umbrella	1
11	Digital Camera	1
12	Night Stick	1
13	Whistle	1
14	First Aid Kit	1
15	Flashlights with batteries	1



D.6 SEC-Iloilo Extension Office

Item No.	Description	Total
1	Firearm • One (1) unit of at least 9 mm with twelve live ammunition	1
2	CCTV System, with Digital Video Recorder (DVR), wireless viewing ready • At least 1 Month Footage Retention	1 set
3	CCTV Camera, high resolution	4
4	CCTV Monitor, screen size at least 32"	1
5	Metal Detector	1
6	Megaphone	1
7	Gas Mask	1
88	Rechargeable Spotlight	1
9	Fire Coat	1
10	Umbrella	1
11	Digital Camera	1
12	Night Stick	1
13	Whistle	1
14	First Aid Kit	1
15	Flashlights with batteries	1

D.7 SEC-Cagayan De Oro Extension Office

Item No.	Description	Total
1	Firearm • One unit of at least 9 mm with twelve live ammunition	1
2	CCTV System, with Digital Video Recorder (DVR), wireless viewing ready • At least 1 Month Footage Retention	1 set
3	CCTV Camera, high resolution	3
4	CCTV Monitor, screen size at least 32"	1
5	Metal Detector	1
6	Megaphone	1
7	Gas Mask	1
8	Rechargeable Spotlight	1
9	Fire Coat	1
10	Umbrella	1
11	Digital Camera	1
12	Night Stick	1
13	Whistle	1
14	First Aid Kit	1
15	Flashlights with batteries	1
16	Other tools and equipment	1 lot

D.8 SEC-Zamboanga Extension Office

Item No.	Description	Total
1	Firearm • Two (2) unit of at least 9 mm with twelve live ammunition	2
2	CCTV System, with Digital Video Recorder (DVR), wireless viewing ready • At least 1 Month Footage Retention	1 set
3	CCTV Camera, high resolution	2
4	CCTV Monitor, screen size at least 32"	1
5	Metal Detector	1
6	Megaphone	1
7	Gas Mask	1
8	Rechargeable Spotlight	_ 1
9	Fire Coat	1
10	Umbrella	1
11	Digital Camera	1
12	Night Stick	3



13	Whistle	3
14	First Aid Kit	3
15	Flashlights with batteries	3

D.9 SEC-Cebu Extension Office

Item No.	Description	Total
1	Firearm • Four (4) units of at least 9 mm with twelve live ammunition each	4
2	CCTV System, with Digital Video Recorder (DVR), wireless viewing ready • At least 1 Month Footage Retention	1 set
3	CCTV Camera, high resolution	4
4	CCTV Monitor, screen size at least 32"	1
5	Metal Detector	1
6	Megaphone	1
7	Gas Mask	1
8	Rechargeable Spotlight	1
9	Fire Coat	1
10	Umbrella	1
11	Digital Camera	11
12	Night Stick	1
13	Whistle	1
14	First Aid Kit	1
15	Flashlights with batteries	1

D.10 SEC-Davao Extension Office

Item No.	Description	Total
1	Firearm • Four (4) units of at least 9 mm with twelve live ammunition each	4
2	CCTV System, with Digital Video Recorder (DVR), wireless viewing ready • At least 1 Month Footage Retention	1 set
3	CCTV Camera, high resolution	3
4	CCTV Monitor, screen size at least 32"	1
5	Metal Detector	1
6	Megaphone	1
7	Gas Mask	1
8	Rechargeable Spotlight	1
9	Fire Coat	1
10	Umbrella	1
11	Digital Camera	1
12	Night Stick	1
13	Whistle	1
14	First Aid Kit	1
15	Flashlights with batteries	1

D.11 SEC-Bacolod Extension Office

Item No.	Description	Total
1	Firearm • One unit of at least 9 mm with twelve live ammunition	1
2	CCTV System, with Digital Video Recorder (DVR), wireless viewing ready • At least 1 Month Footage Retention	1 set
3	CCTV Camera, High resolution	3
4	CCTV Monitor, screen size at least 32"	1
5	Metal Detector	1
6	Megaphone	1
7	Gas Mask	1
8	Rechargeable Spotlight	1
9	Fire Coat	1
10	Umbrella	1

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11	Digital Camera	1
12	Night Stick	1
13	Whistle	1
14	First Aid Kit	1
15	Flashlights with batteries	1

I certify to comply and deliver the above requirements upon receipt of the approved Contract from SEC.

Company Name: Company Addres		
AUTHORIZED F	REPRE	SENTATIVE:
Signature	12/	
Printed Name	:	
Position	:	
Date	330	



Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

TECHNICAL SPECIFICATIONS

I	PERFORMANCE CRITERIA	Statement of Compliance
	The Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on the following set of performance criteria: a) quality of service delivered b) time management	
	c) management and suitability of personnel; d) contract administration and management e) provision of regular progress report;	
	f) attentiveness and presence of mind of guards on duty; g) compliance with SEC instructions and policies	
	The above criteria shall be used to assess quarterly the level of performance of the Security Agency and its Security Personnel as basis of continuity of the Contract.	
II	TECHNICAL EVALUATION PARAMETERS	
	1)Stability	
	a) Years of Experience- In continuous operation for at least 5 years in the business (to be supported by License to Operate issued by PNP-SAGSD).	
	b) Contractor must be liquid and solvent based on the latest Audited Financial Statement, stamped received by BIR & SEC. c) Organizational Set-up- with good office set-up, personnel and	
	office tools and equipment	
	a)Number and Kind of Equipment and Supplies – with the minimum number and kind of equipment and supplies as specified in the Schedule	
	of Requirements b) Number of Guards- with at least 100 Security Guards Qualifications:	
	 Of good moral character and without criminal or police records and must present Biodata. Barangay, Police & NBI Clearance; Physically and mentally fit: as evidenced by a medical certificate (including drug test, neuro-psychological test, Hepa B, and Covid-19 Vaccination Record or Negative Result of Covid-19 RTPCR test every 2 weeks during project implementation) Duly trained and skilled to function as the assigned personnel; Number of Supervisors- with at least 5 Supervisors. 	
	3) Security Plan- Tailored fit for SEC in accordance with the minimum requirements below. Statement/enumerate the specific methodology to execute the Plan.	
	4) Other Factors	
	a)Requirement and Selection Criteria- Training conducted for the Security Guards before deployment, educational and age requirements and others.	
	b) Completeness of Uniforms and other Paraphernalia- as prescribed under R.A. No. 5487 and its IRR	
III	SECURITY PLAN	
A A.1	SECURITY OF HUMAN RESOURCES SEC OFFICIALS	
1.1	Provide close-in security as may required Exercise courtesy and tact at all times	

	3. Provide security assistance as may be required / instructed	
A.2	SEC EMPLOYEES	
	1. Implement strictly the "No ID no entry rule"	
	2. Monitor/search for deadly weapons, explosives, toxic chemicals, drugs	
	and contraband items/harmful materials upon reasonable grounds for	
	suspicion, cause arrest of visitor	
	3. Check big bags /plastic bags for security purposes	
	4. Prevent/detect any form of breach of SEC rules and regulations and if	•
	possible report the arrest of the perpetrator/s.	
	5. Implement strictly the No entry to security/restricted areas without	
	proper authorization/clearance.	
	6. Exercise tact and courtesy of all times.	
	7. Assist employees as may be requested	
	8. Maintain logbook for personnel and property/equipment movements	
	9. No entry and stay in office after office hours, including Saturdays,	
	Sundays and Legal Holidays unless authorized	
	10. Full concentration on security work. Avoid chatting to employees	
A.3	SEC GUESTS/VISITORS	
	1. Implement strictly the "No ID no entry rule"	
	2. Implement/Execute the "no gift policy" of SEC	
	3. Monitor/search for deadly weapons, explosives, toxic chemicals, drugs	
	and contraband items/harmful materials upon reasonable grounds for	
	suspicion, cause arrest of visitor	
	4. Prevent/detect any form of breach of SEC rules and regulations and if	
	possible report the arrest of the perpetrator/s.	
	5. Prevent entry to security/restricted areas without proper	
	authorization/clearance	
	6. Exercise tact and courtesy at all times.	
	7. Assist as may be required	
	8. Maintain logbook	
	9. Prevent entry after office hours, including Saturdays, Sundays and Legal	
	Holidays unless authorized	
	10. Prohibit loitering in the premises after visitor's business is done	
	11. Issues visitor's slip to all non-SEC personnel and properly coordinate	
	with the officials/employees concerned the entry of visitors.	
	12. Implement minimum health standards for COVID-19 by the DOF-IATF	
3	SECURITY FOR PHYSICAL RESOUCES	
3.1	VEHICLE CONTROL	
	1. Implement strictly the "SEC Policy"	
	2. Maintain a logbook on the arrival and departure of vehicles both SEC	
	and non-SEC vehicles	
	3. Safeguard and protect vehicle from pilferage of accessories and other	
	attachments	
	4. Require trip ticket for outgoing SEC vehicles duly signed by the	
	approving authorities	
	5. Prohibit overnight parking for non-SEC vehicles	
	6. Recommend parking/proper traffic signs	
3.2	FACILITIES AND BUILDINGS	
	1. Post Notice prohibiting entry or carrying deadly weapons at entrance	
	building.	
	2. Provide/partial lock and key control	
	3. Deny access to restricted areas	
	4. Identify and record in log book authorized persons entering restricted	
	area/s	



()		
	5. Check that all doors and windows are closed and locked after office	
	hours.	
	6. Deny entry to peddlers and vendors	
	7. Identify need for lighting and recommend measures	
	8. Identify fire hazard and recommend measures	
	9. Regularly check location and condition of fire extinguishers and	
	recommend measures	
	10. Regularly check conditions of fire hydrants, hoses, and alarm systems	
	11. Recommend formation of fire brigades and fire drills.	
	12. Observe that all lights are switched off and all electrically operated	
	office equipment are unplugged when occupants of the office are all	
	out.	
	13. Regular inspection of storage areas and recommend measures, if	
D 2	necessary	
B.3	SUPPLIES AND EQUIPMENT	
	1. All outgoing SEC properties must be covered with the appropriate	
	documents duly signed by the authorized signatories indicating serial	
	number/property number, person moving the equipment, times and	
	date, etc.	
	2. Personal properties shall be covered by personal property slip issued by	
	the security detachment.	
	3. Access to supply rooms and areas will be allowed to authorize personnel	
	only.	
	4. Provide/partial lock and key control.	
	5. All office equipment should be kept inside locked drawer.	
	6. Cash or other valuable personal property should not be kept in the office.	
~	7. Ensure security of documents.	
C C.1	CONTIGENCY PLAN FOR VARIOUS RISKS	
C.1	FIRE	
	Inform Fire Department Know status and location of firefighting equipment	
	3. Know how to operate firefighting equipment	
	4. Be familiar with fire exit and electrical control switches	
	5. Issue fire alarm	
	5. Issue fire alarm	
	6 Report fire and any fire hazard	
	6. Report fire and any fire hazard 7. Report inadequate water supply fire lighting equipment and fire exit	
	7. Report inadequate water supply, firefighting equipment and fire exit	
	7. Report inadequate water supply, firefighting equipment and fire exit 8. Recommend and assist in the formation of fire brigade	
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	 Report inadequate water supply, firefighting equipment and fire exit Recommend and assist in the formation of fire brigade Post appropriate fire sign Assist in the evacuation of employees, records and equipment In case of fire, clear driveways and empty spaces, records and equipment THEFT, PILFERAGE AND BURGLARY Secure all entry and exit points Conduct investigation and submit written report within 24 hours to SEC Management Identify witnesses, if possible Apprehend culprit within the premises, secure incident area to protect evidence. Coordinate with appropriate PNP unit (Theft and Robbery Section) Assist in controlling violence Limit number of entry to premises to as few as possible Maintain contact with PNP 	



	3. Report to the management	
C.4	HOSTAGE SITUATION	
	1. Notify PNP, SEC and all guards	
	2. Act as temporary negotiator until the arrival of the expert negotiator	
	3. Hostage taker not to harm hostage	
C.5	EARTHQUAKE	
	1. Prevent panic and maintain calm	
	2. Prevent use of elevator and direct escape thru other means of exit.	
	3. If possible, urge personnel to seek refuge under strong piece of furniture	
	and keep away from dangerous falling objects	
	4. Assist in evacuation of personnel, supplies, materials and equipment	
C.6	FLOOD AND TYPHOON	
	Prevent crossing of employees on flooded areas	
	2. Prevent exit when there are strong winds outside the building	
	3. Assists in evacuation of personnel, supplies, materials and equipment	
C.7	COUP D'ETAT	
	1. SEC properties should not be allowed to be used by any group involved	
	in the coup	
	2. Secure all properties and buildings	
	3. Report to management	
C.8	SABOTAGE	
	1. Cordon the affected area to secure evidence	
	2. In case of explosion, help evacuate all personnel from affected area.	
	3. Inform Fire Department	
C.9	BOMB THREAT	
	1. Immediately report to PNP	
	2. Inform SEC Management	
	3. Assist evacuation of personnel	
	4. Secure SEC property and clear from unauthorized persons	
	5. Assist in bomb search, if necessary	
C.10	DEMONSTRATIONS/ MASS ACTIONS	
	1. Inform SEC Management	
	2. Immediately report to PNP	
	3. Maximum tolerance must be observed and maintained at all times.	
	4. Ensure that designated open gates must not be blocked by the	
	demonstrators	
	5. Not-obstructive demonstrations should not be interrupted efforts should	
	be made to conduct SEC business as normally as possible.	
	6. Disruptive demonstrations shall be terminated in coordination with the	
	SEC authorized personnel	
D.	SERVICE LEVEL AGREEMENT	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct otherwise, if found to be false either during bid evaluation, post-qualification or the execution of the contract, the same shall give rise to the imposition of administrative sanctions and the forfeiture of bid security or the performance security posted consistent with section 69.1 and 69.2 of the revised Implementing Rules and Regulations of the Republic Act No. 9184.

Company Name	:		
Address	:		



AUTHORIZED I	REPRESENTATIVE:
Signature	:
Printed Name	
Position	:
Date	:

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents
Legal Documents (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
(b) Registration certificate from Securities and Exchange Commission (SEC) Department of Trade and Industry (DTI) for sole proprietorship, of 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 stated in the BDS . 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
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
(I) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or

Class "B" Documents (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; 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. FINANCIAL COMPONENT ENVELOPE (a) Original of duly signed and accomplished Financial Bid Form; and

Original of duly signed and accomplished Price Schedule(s).

its NFCC computation.

(b)

A committed Line of Credit from a Universal or Commercial Bank in lieu of

SAMPLE FORMS

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Bid Form

Date:	
Invitation to Bid ² N°:	SEC PB No. 2022-02

To: [name and address of Procuring Entity]

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/deliver/perform] [description of the Goods] 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 17.1 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:³

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.

² If ADB, JICA and WB funded projects, use IFB.

³ 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 5 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 the <u>Name of Project</u> of the <u>Name of the Procuring Entity</u>] [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 Name of Project of the Name of the Procuring Entity].

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 _____.

Duly authorized to sign Bid for and on behalf of _____

[signature]

[in the capacity of]

Contract Agreement Form

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Unified Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

6. Select one, delete the rest:

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation

involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this day of, 20 at, Philippines.
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 and his/her Community Tax Certificate No issued on at
Witness my hand and seal this day of [month] [year].
NAME OF NOTARY PUBLIC
Serial No. of Commission
Notary Public for until
Roll of Attorneys No.
PTR No [date issued], [place issued]
IBP No [date issued], [place issued]
Doc. No
Page No Book No
Series of

BID SECURING DECLARATION FORM

REPUBLIC OF THE P	HILIPPINES)
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/We⁴, 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.

⁴ 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]

	[Insert Signatory's Legal Capacity] Affiant
	elly known to me and was/were identified by befined in the 2004 Rules on Notarial Practice to me his/her [insert type of government the and signature appearing thereon, with no. e No issued on at
Witness my hand and seal this day of [mon	th] [year].
NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No. PTR No [date issued], [place is IBP No [date issued]]	ssued]
Doc. No Page No Book No Series of	

Statement of all Ongoing Contracts including Awarded but not yet Started Government & Private Contracts, whether similar or not similar in nature and complexity to the contract to be bid

Date of Delivery	(Date of Delivery shall refer to the expected date the project shall be fully completed/delivered or paid)
Value of outstanding works	
Amount of contract	
kind of Goods	
Owner's name and address	
Contract	
Date of contract	
Name of Contract (Project Title and Name of Entity)	N. A. C.

1. Current/on-going extended contracts should be included in the list

2. On-going extended contracts should be included in the list.

Instructions:

a) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

b) The total amount of the ongoing and awarded but not yet started contract should be consistent with those used in the Net Financing Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility documents

			(Signature over printed name)	
Submitted by:	Company Name:	Authorized Representative:	Designation:	Date:

Statement of Single Largest Completed Contract similar to the contract to be bid within the five (5) years period

This is to certify that the project named below is the Single Largest Completed Contract similar to the contract to be bid, within the five (5) years period

Date of Delivery (Date of Delivery shall refer to the date the project was fully delivered, completed or	
Amount of completed contracts, adjusted by the bidder to current prices using PSA's consumer price index, if necessary	
Kind of Goods	
Owner's name and address	
Contract	
Date of contract	
Name of Contract (Project Title and Name of Entity)	

Note: Bidder shall attach the following:

1. Photocopy of approved Contract or Purchase Order/Work Order

2. End-user's Certificate of Completion or Acceptance from bidder's client or Official Receipt issued for the contract covering the full amount of the

Submitted by:	
Company Name:	
Authorized Representative:	
Designation:	(Signature over printed name)
Date:	

AUTHORITY OF SIGNATORY (For Corporation)

I, (Name of Corpo	rate Secretary), of leg	gal age, Filipino, with g duly sworn to in ac	
hereby depose and st		8 ,	
duly organized and e That at the special m and held at the prince	elected Corporate Secre existing under and by vi- neeting of the Board of cipal office on (Date of the following resolution	rtue of applicable Philip Directors of the said co Meeting) at which a of	opine laws: orporation, duly called quorum was presented
acceptable governme authorized to sign in	of the following who ent issued identification behalf of the Corporati mplying with the (Nam	n cards with signatures on, to submit documen	s as attachment, is/are
NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS
IN WITNESS WHI	PR	into affix my signatu INTED NAME/SIGNA PRPORATE SECRETA	TURE
his/her identity through	SWORN TO before m Name of Corporate Sec 1gh his/her (Identificati ly signed before me th	e in the City of cretary) who has satisfa ion Card presented), th	this day of actorily proven to me at he/she is the same
	NC	TARY PUBLIC	
Doc. No Page No Book No Series of			

AUTHORITY OF SIGNATORY (For Sole Proprietor/Partnership)

- I, (Name Owner/Managing Partner), of legal age, [civil status], Filipino, and residing at [address of affiant], after having been duly sworn in accordance with law do hereby depose and state that:
 - 1. I am the Sole Proprietor/Managing Partner of [Name of Bidder], with office address at [Address of Bidder;
 - 2. As the Sole Proprietor/Managing Partner of Name of Bidderl, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];
 - 3. As the Sole Proprietor/Managing Partner of [Name of Bidder], I authorized [Name of Representative] whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as clearly shown attachment, is authorized to sign in behalf of the [Name of Bidder], to submit documents and represent solely for the purpose of complying with the bidding of [Name of Project]

Book No. Series of.

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS
IN WITNESS WH		eunto affix my signat	ure this day of
	P	RINTED NAME/SIGN	ATURE
his/her identity through	Name of Corporate S ugh his/her (Identifica lly signed before me	ecretary) who has satisation Card presented), t	this day of factorily proven to me that he/she is the same and acknowledged that
	N	IOTARY PUBLIC	
Doc. No Page No			

Bid Price Schedule Grand Total

SERVICE CONTRACT AGREEMENT FOR THE SECURITY SERVICES FOR HEAD OFFICE AND EXTENSION OFFICES

Item No.	Offices	Total Amount
1	Main Office	
2	Baguio	
3	Tarlac	
4	Legazpi	
5	Iloilo	
6	Bacolod	
7	Zamboanga	
8	Cebu	
9	Davao	
10	Cagayan De Oro	
	Grand Total:	

Amount in words:		
Submitted by:		
Company Name:		
Authorized Representative:		
Designation:	(Signature over printed name)	
Date:		

Bid Price Schedule 1

COST DISTRIBUTION PER MONTH for Main Office (Based on 12 hours Work Per Day)

AMOU	NT TO GUARD	
	Daily Wage (DW):	(
AMOU	Average Pay/Month (DW x no. of days per yr/12) Night Differential Pay (Ave. Pay/mo. X 10%) 13th Month Pay (DW x 365 /12/12) 5 Days Incentive Pay (DW+cola x 5/12) Uniform Allowance (R.A. 5487) COLA (P 10.00 x 377/12) Overtime NT TO GOV'T. IN FAVOR OF GUARD Retirement Benefit (RA 7641) (DW X 22.5/ 12)	
	SSS Premium Philhealth Contribution State Insurance Fund Pag-Ibig Fund	
A	TOTAL AMOUNT TO GUARD & GOVERNMENT	
В	AGENCY FEE Administrative Overhead and Margin (10% Minimum)	
С	VALUE ADDED TAX (Agency fee x 12% VAT-RMC-39-2007)	
	MINIMUM CONTRACT RATE FOR 12 HOURS	

COST DISTRIBUTION PER MONTH for Baguio (Based on 8 hours Work Per Day)

AMOU.	NT TO GUARD
	New Daily Wage (DW): Average Pay/Month (DW x no. of days per yr/12) Night Differential Pay (Ave. Pay/mo. X 10%) 13th Month Pay (DW x 365 /12/12) 5 Days Incentive Pay (DW+COLA x 5/12) Uniform Allowance (R.A. 5487) COLA (P 20.00 x 377/12)
AMOUI	TT TO GOV'T. IN FAVOR OF GUARD
	Retirement Benefit (R. A. 7641) (DW X 22.5/12) SSS Premium Philhealth Contribution State Insurance Fund Pag-Ibig Fund
A	TOTAL AMOUNT TO GUARD & GOVERNMENT
В	AGENCY FEE Administrative Overhead and Margin (10% Minimum)
C	VALUE ADDED TAX (Agency fee x 12% VAT-RMC-39-2007)
	MINIMUM CONTRACT COST FOR 8 HOURS

COST DISTRIBUTION PER MONTH for Tarlac (Based on 10 hours Work Per Day)

AMOU.	NT TO GUARD		
AMOUI	New Daily Wage: Average Pay/Month (DW x no. of days per yr/12) 13th Month Pay (DW x 365 /12/12) 5 Days Incentive Pay (DW x 5/12) Uniform Allowance (R.A. 5487) Overtime Pay (additional 2 hours work)		
	Retirement Benefit (R. A. 7641) SSS Premium Philhealth Contribution State Insurance Fund Pag-Ibig Fund		
A	TOTAL AMOUNT TO GUARD & GOVERNMENT		
В	AGENCY FEE Administrative Overhead and Margin (10% Minimum)		
С	VALUE ADDED TAX (Agency fee x 12% VAT-RMC-3	9-2007)	
	MINIMUM CONTRACT COST FOR 8 HOURS		

COST DISTRIBUTION PER MONTH for Legazpi (Based on 8 hours Work Per Day)

AMOU	NT TO GUARD		
	New Daily Wage (DW): Average Pay/Month (DW x no. of days per yr/12) Night Differential Pay (Ave. Pay/mo. X 10%) 13th Month Pay (DW x 365 /12/12) 5 Days Incentive Pay (DW x 5/12) Uniform Allowance (R.A. 5487)		
AMOU	NT TO GOV'T. IN FAVOR OF GUARD		
	Retirement Benefit (R. A. 7641) (DW X 22.5/12) SSS Premium Philhealth Contribution State Insurance Fund Pag-Ibig Fund		
A	TOTAL AMOUNT TO GUARD & GOVERNMENT		
В	AGENCY FEE Administrative Overhead and Margin (10% Minimum)		
C	VALUE ADDED TAX (Agency fee x 12% VAT-RMC-39	-2007)	
	MINIMUM CONTRACT COST FOR 8 HOURS		

COST DISTRIBUTION PER MONTH for Iloilo (Based on 8 hours Work Per Day)

AMOU	NT TO GUARD		
	New Daily Wage (DW):		
AMOU	NT TO GOV'T. IN FAVOR OF GUARD		
	Retirement Benefit (R. A. 7641) (DW X 22.5/12) SSS Premium Philhealth Contribution State Insurance Fund Pag-Ibig Fund		
A	TOTAL AMOUNT TO GUARD & GOVERNMENT		
В	AGENCY FEE Administrative Overhead and Margin (10% Minimum)		
С	VALUE ADDED TAX (Agency fee x 12% VAT-RMC-3	39-2007)	
	MINIMUM CONTRACT COST FOR 8 HOURS		

COST DISTRIBUTION PER MONTH for Bacolod (Based on 8 hours Work Per Day)

AMOU	JNT TO GUARD		
	New Daily Wage (DW):		
AMOU	JNT TO GOV'T. IN FAVOR OF GUARD		
	Retirement Benefit (R. A. 7641) (DW X 22.5/12) SSS Premium Philhealth Contribution State Insurance Fund Pag-Ibig Fund		
A	TOTAL AMOUNT TO GUARD & GOVERNMENT		
В	AGENCY FEE Administrative Overhead and Margin (10% Minimum)		
С	VALUE ADDED TAX (Agency fee x 12% VAT-RMC-3	9-2007)	5
	MINIMUM CONTRACT COST FOR 8 HOURS		

COST DISTRIBUTION PER MONTH for Zamboanga (Based on 8 hours Work Per Day)

AMOU!	NT TO GUARD			
AMOUI	New Daily Wage (DW): Average Pay/Month (DW x no. of days per yr/12) Night Differential Pay (Ave. Pay/mo. X 10%) 13th Month Pay (DW x 365 /12/12) 5 Days Incentive Pay (DW x 5/12) Uniform Allowance (R.A. 5487)			
	Retirement Benefit (R. A. 7641)			
	SSS Premium			
	Philhealth Contribution			
	State Insurance Fund			
	Pag-Ibig Fund			
A	TOTAL AMOUNT TO GUARD & GOVERNMENT		3	
В	AGENCY FEE			
	Administrative Overhead and Margin (10% Minimum))2	
C	VALUE ADDED TAX (Agency fee x 12% VAT-RMC-3	39-2007))	
	MINIMUM CONTRACT COST FOR 8 HOURS			

COST DISTRIBUTION PER MONTH for Cebu (Based on 12 hours/2shifts Work Per Day)

AMOU	JNT TO GUARD			
	New Daily Wage (DW):			
AMOU	JNT TO GOV'T. IN FAVOR OF GUARD			
	Retirement Benefit (R. A. 7641) (DW x 22.5/12) SSS Premium Philhealth Contribution State Insurance Fund Pag-Ibig Fund			
A	TOTAL AMOUNT TO GUARD & GOVERNMENT		,	
В	AGENCY FEE Administrative Overhead and Margin (10% Minimum)		8	
С	VALUE ADDED TAX (Agency fee x 12% VAT-RMC-3	39-2007)		
	MINIMUM CONTRACT COST FOR 12 HOURS			

COST DISTRIBUTION PER MONTH for Davao (Based on 8 hours Work Per Day)

AMOU	JNT TO GUARD		
	New Daily Wage (DW):		
AMOL	JNT TO GOV'T. IN FAVOR OF GUARD		
	Retirement Benefit (R. A. 7641) (DW x 22.5/12) SSS Premium Philhealth Contribution State Insurance Fund Pag-Ibig Fund		
A	TOTAL AMOUNT TO GUARD & GOVERNMENT		
В	AGENCY FEE Administrative Overhead and Margin (10% Minimum))	
С	VALUE ADDED TAX (Agency fee x 12% VAT-RM)	C-39-2007)	
	MINIMUM CONTRACT COST FOR 8 HOURS		

COST DISTRIBUTION PER MONTH for Cagayan De Oro (Based on 8 hours Work Per Day)

AMOU	UNT TO GUARD			
	New Daily Wage (DW): Average Pay/Month (DW x no. of days per yr/12) Night Differential Pay (Ave. Pay/mo. X 10%) 13th Month Pay (DW x 365 /12/12) 5 Days Incentive Pay (DW + COLA x 5/12) Uniform Allowance (R.A. 5487) COLA (P5x377/12)			
AMOU	JNT TO GOV'T. IN FAVOR OF GUARD			
	Retirement Benefit (R. A. 7641) (DW x 22.5/12) SSS Premium Philhealth Contribution State Insurance Fund Pag-Ibig Fund			
A	TOTAL AMOUNT TO GUARD & GOVERNMENT		9	_
В	AGENCY FEE Administrative Overhead and Margin (10% Minimum)		2	_
С	VALUE ADDED TAX (Agency fee x 12% VAT-RMC-39-	2007)	,	_
	MINIMUM CONTRACT COST FOR 8 HOURS			