



Regional Office Bids and Awards Committee

PROCUREMENT OF SECURITY SERVICES FOR THE PHILIPPINE STATISTICS AUTHORITY - X (PSA-X) FIELD OFFICES (EARLY PROCUREMENT ACTIVITY FY 2025)

Supplemental Bid Bulletin No. 2024-04

Amendment/Addendum to the PhilGEPS Posting.

Reference	FROM	ТО	
Bid Notice Abstract (Reference Number: 11471356)	Closing date: 03 December 2024, 12:00 PM	Closing Date: 20 November 2024, 12:00 PM	

OSE B. TUASON, JR.

Chairperson, PSA-X ROBAC

13 November 2024







Central Portal for Philippine Government Procurement Oppurtunities

Bid Notice Abstract

Invitation to Bid (ITB)

Reference Number

11471356

Procuring Entity

NATIONAL STATISTICS OFFICE - REGION X

Title

Procurement of Security Services

Area of Delivery

Misamis Oriental

Solicitation Number:	PB NO 2024-04	Status	Active
Trade Agreement:	Implementing Rules and Regulations		
Procurement Mode:	Public Bidding	Associated Components	1
Classification:	Goods		
Category:	Security Services		
Approved Budget for the Contract:	PHP 5,338,492.12	Bid Supplements	0
Delivery Period:			
Client Agency:		Document Request List	2
Contact Person:	Sarah B. Balagbis Chief Statistical Specialist 3rd Floor, Limketkai Module-2 BPO & Cyberpark	Date Published	13/11/2024
	Bldg Rosario Crescent, Limketkai Center, Brgy 31, Cagayan de Oro City Cagayan De Oro City Misamis Oriental	Last Updated / Time	13/11/2024 00:00 AM
	Philippines 9000 63-917-8219152 63-917-8219152 psa10rbac@gmail.com	Closing Date / Time	03/12/2024 12:00 PM

Description

The Philippine Statistics Authority – Regional Statistical Services Office X, through the National Expenditure Program FY 2025 intends to apply the various amounts as stated in the following table being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

LOT

DESCRIPTION

APPROVED BUDGET FOR THE CONTRACT (ABC)

1 Security Services for the Regional Statistical Services Office X (Cagayan de Oro City)
One Million Five Hundred Thirty-Three Thousand Two Hundred Sixty-Seven Pesos and 68/100 Only (PhP1,533,267.68)

2 Security Services for the Province of Bukidnon (Malaybalay City)

Seven Hundred Sixty-Four Thousand Eight Hundred Eighty Pesos and 21/100 Only (PhP764,880.21)

3 Security Services for the Province of Camiguin (Mambajao)

Seven Hundred Thirty-Eight Thousand Nine Hundred Twenty-Nine Pesos and 67/100 Only (PhP738,929.67)

4 Security Services for the Province of Lanao del Norte (Iligan City)

Seven Hundred Seventy-One Thousand Six Hundred Fifty-Four Pesos and 14/100 Only (PhP771,654.14)

5 Security Services for the Province of Misamis Occidental (Ozamiz City)

Seven Hundred Sixty-Four Thousand Eight Hundred Eighty Pesos and 21/100 Only (PhP764,880.21)

6 Security Services for the Province of Misamis Oriental (Cagayan de Oro City) Seven Hundred Sixty-Four Thousand Eight Hundred Eighty Pesos and 21/100 Only (PhP764,880.21)

Sum of ABC of all Lots

Five Million Three Hundred Thirty-Eight Thousand Four Hundred Ninety-Two Pesos and 12/100 Only (PhP5,338,492.12)

The PSA – RSSO X now invites bids for the above Procurement Project. Delivery of the services is required as indicated in Section VI Schedule of Requirements. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

Prospective Bidders may obtain further information from PSA-RSSO X and inspect the Bidding Documents at the address given below from Monday-Friday at 8:00 AM - 5:00 PM.

A complete set of Bidding Documents may be acquired by interested Bidders on 13 November 2024 from the given address and website(s) below:

Limketkai Module-2 BPO and Cyberpark Bldg. Rosario Crescent, Limketkai Center Brgy 31, Cagayan de Oro City http://rsso10.psa.gov.ph/procurement

and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the following amounts:

Approved Budget
for the Contract (ABC)
Price of Bidding Documents
(in PhP)
500,000 and below
500.00
More than 500,000 up to 1 Million
1,000.00
More than 1 Million up to 5 Million
5,000.00
More than 5 Million up to 10 Million
10,000.00

The Bidding Documents can also be downloaded from PSA-X website at https://rsso10.psa.gov.ph/procurement.

For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.

Payment for the cost of the Bidding Documents can be made over the counter at PSA-X office address or thru fund transfer to the following bank account details:

Account Name: PSA Trust Fund Account Number: 2412 1028 11 Bank: Landbank of the Philippines Account Branch: Velez Branch

The prospective bidders shall present during bid submission its proof of payment for the fees before participating in the bidding process during. In case of bank transfer, notify PSA-X by sending a copy of the Bank Transfer Form to rsso10bac@psa.gov.ph.

The PSA-RSSO X will hold a Pre-Bid Conference through a hybrid set-up on 21 November 2024, 1:30PM via meet.google.com/nhb-eszo-sif at the PSA-RSSO X Conference Room of the above-mentioned address. The PSA-RSSO X can accommodate a maximum of two representatives per prospect bidder to participate.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated above on or before 03 December 2024, 12 noon. Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

Bid opening shall be on 03 December 2024, 1:30PM at the above-mentioned address. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. A maximum of two representatives per prospect bidder can be accommodated. A hybrid setup using the same link during the Opening of Bids can be accommodated upon written request of prospect bidders.

The PSA-RSSO X reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at

any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

Ms. Genelyn B. Laspobres Head, Secretariat Regional Office Bids and Awards Committee PSA-Regional Statistical Services Office X Limketkai Module-2 BPO & Cyberpark Building, Rosario Crescent, Brgy 31, Cagayan de Oro City

Telephone Number: (088) 291-1672 Mobile Number: 09178219152 Email address: rsso10bac@psa.gov.ph Website: http://rsso10.psa.gov.ph

You may visit http://rsso10.psa.gov.ph/procurement to download the Bidding Documents.

Other Information

Please see associated components.

Created by

Sarah B. Balagbis

Date Created

12/11/2024

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PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF SECURITY SERVICES FOR THE PHILIPPINE STATISTICS AUTHORITY-X (PSA-X) FIELD OFFICES (EARLY PROCUREMENT ACTIVITY FY 2025)

Government of the Republic of the Philippines

PHILIPPINE STATISTICS AUTHORITY
Regional Statistical Services Office X
PUBLIC BIDDING NO. 2024-04

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

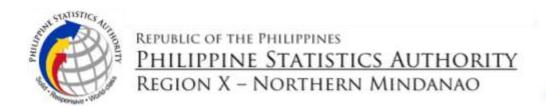
Notes on the Invitation to Bid

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.





INVITATION TO BID FOR THE PROCUREMENT OF SECURITY SERVICES FOR THE PHILIPPINE STATISTICS AUTHORITY-X FIELD OFFICES (EARLY PROCUREMENT ACTIVITY FY 2025)

IB No. 2024-04

1. The *Philippine Statistics Authority – Regional Statistical Services Office X*, through the *National Expenditure Program FY 2025* intends to apply the various amounts as stated in the following table being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

LOT	DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (ABC)
1	Security Services for the Regional Statistical Services Office X (Cagayan de Oro City)	One Million Five Hundred Thirty-Three Thousand Two Hundred Sixty-Seven Pesos and 68/100 Only (PhP1,533,267.68)
2	Security Services for the Province of Bukidnon (Malaybalay City)	Seven Hundred Sixty-Four Thousand Eight Hundred Eighty Pesos and 21/100 Only (PhP764,880.21)
3	Security Services for the Province of Camiguin (Mambajao)	Seven Hundred Thirty-Eight Thousand Nine Hundred Twenty-Nine Pesos and 67/100 Only (PhP738,929.67)
4	Security Services for the Province of Lanao del Norte (Iligan City)	Seven Hundred Seventy-One Thousand Six Hundred Fifty-Four Pesos and 14/100 Only (PhP771,654.14)

5	Security Services for the Province of Misamis Occidental (Ozamiz City)	Seven Hundred Sixty-Four Thousand Eight Hundred Eighty Pesos and 21/100 Only (PhP764,880.21)
6	Security Services for the Province of Misamis Oriental (Cagayan de Oro City)	Seven Hundred Sixty-Four Thousand Eight Hundred Eighty Pesos and 21/100 Only (PhP764,880.21)
	Sum of ABC of all Lots	Five Million Three Hundred Thirty-Eight Thousand Four Hundred Ninety-Two Pesos and 12/100 Only (PhP5,338,492.12)

- 2. The *PSA RSSO X* now invites bids for the above Procurement Project. Delivery of the services is required as indicated in Section VI Schedule of Requirements. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 4. Prospective Bidders may obtain further information from *PSA-RSSO X* and inspect the Bidding Documents at the address given below from Monday-Friday at 8:00 AM 5:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 13 November 2024 from the given address and website(s) below:

Limketkai Module-2 BPO and Cyberpark Bldg. Rosario Crescent, Limketkai Center Brgy 31, Cagayan de Oro City http://rsso10.psa.gov.ph/procurement and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the following amounts:

Approved Budget	Price of Bidding Documents
for the Contract (ABC)	(in PhP)
500,000 and below	500.00
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00

The Bidding Documents can also be downloaded from PSA-X website at https://rsso10.psa.gov.ph/procurement.

For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.

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Account Name: PSA Trust Fund Account Number: 2412 1028 11 Bank: Landbank of the Philippines Account Branch: Velez Branch

The prospective bidders shall present during bid submission its proof of payment for the fees before participating in the bidding process during. In case of bank transfer, notify PSA-X by sending a copy of the Bank Transfer Form to rsso10bac@psa.gov.ph.

- 6. The *PSA-RSSO X* will hold a Pre-Bid Conference through a hybrid set-up on 21 November 2024, 1:30PM via meet.google.com/nhb-eszo-sif at the PSA-RSSO X Conference Room of the above-mentioned address. The PSA-RSSO X can accommodate a maximum of **two** representatives per prospect bidder to participate.
- 7. Bids must be duly received by the **BAC Secretariat** through manual submission at the office address indicated above on or before *03 December 2024*, *12 noon*. Late bids shall not be accepted.

- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on 03 December 2024, 1:30PM at the above-mentioned address. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. A maximum of **two** representatives per prospect bidder can be accommodated. A hybrid setup using the same link during the Opening of Bids can be accommodated upon written request of prospect bidders.
- 10. The *PSA-RSSO X* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

Ms. Genelyn B. Laspobres
Head, Secretariat
Regional Office Bids and Awards Committee
PSA-Regional Statistical Services Office X
Limketkai Module-2 BPO & Cyberpark Building,
Rosario Crescent, Brgy 31, Cagayan de Oro City
Telephone Number: (088) 291-1672
Mobile Number: 09178219152

Email address: <u>rsso10bac@psa.gov.ph</u> Website: <u>http://rsso10.psa.gov.ph</u>

12. You may visit http://rsso10.psa.gov.ph/procurement to download the Bidding Documents.

12 November 2024

JOSE B. TUASON, JR. CPA

Chairperson, Regional Office Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *Philippine Statistics Authority - Regional Statistical Services Office X*, wishes to receive Bids for the *Procurement of Security Services for FY 2025*, with identification number *PB No. 2024-04*.

The Procurement Project (referred to herein as "Project") is composed of six (6) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *Fiscal Year* 2025 in the amount of *Five Million Three Hundred Thirty-Eight Thousand Four Hundred Ninety-Two Pesos and 12/100 Only (PhP5,338,492.12)*.
- 2.2. The source of funding is the 2025 National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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 at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that **subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 *three* (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by

the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

- 13.2. Payment of the contract price shall be made in:
 - a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *01 April 2025*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and

paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause			
5.3	For this purpose, contracts similar to the Project shall be:		
	a. <i>C</i>	ontract providing Security Services.	
		ompleted within three years prior to and receipt of bids.	o the deadline for the submission
7.1	Subcontr	acting is not allowed.	
10.2		C must have been completed within nber 2024.	the period 03 December 2021 to
12		e of the Goods shall be quoted Di e International Commercial Terms (l	
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;		
	Lot No.	Description	Bid Security in Pesos (2% of the ABC)
	1	Security Services for the Regional Statistical Services Office X (Cagayan de Oro City)	Thirty Thousand Six Hundred Sixty-Five Pesos and 35/100 (PhP30,665.35)
	2	Security Services for the Province of Bukidnon (Malaybalay City)	Fifteen Thousand Two Hundred Ninety-Seven Pesos and 60/100 (PhP15,297.60)
	3	Security Services for the Province of Camiguin (Mambajao)	Fourteen Thousand Seven Hundred Seventy-Eight Pesos and 59/100 (PhP14,778.59)
	4	Security Services for the Province of Lanao del Norte (Iligan City)	Fifteen Thousand Four Hundred Thirty-Three Pesos and 08/100 (PhP15,433.08)
	5	Security Services for the Province	Fifteen Thousand Two Hundred

	of Misamis Occidental (Ozamiz City)	Ninety-Seven Pesos and 60/100 (PhP15,297.60)
6	Security Services for the Province of Misamis Oriental (Cagayan de Oro City)	Fifteen Thousand Two Hundred Ninety-Seven Pesos and 60/100 (PhP15,297.60)

Or

15

19.3

b. if bid security is in Surety Bond.

Lot No.	Description	Bid Security in Pesos (5% of the ABC)
1	Security Services for the Regional Statistical Services Office X (Cagayan de Oro City)	Seventy-Six Thousand Six Hundred Sixty-Three Pesos and 38/100 (PhP76,663.38)
2	Security Services for the Province of Bukidnon (Malaybalay City)	Thirty Eight Thousand Two Hundred Forty-Four Pesos and 01/100 (PhP38,244.01)
3	Security Services for the Province of Camiguin (Mambajao)	Thirty-Six Thousand Nine Hundred Forty-Six Pesos and 48/100 (PhP36,946.48)
4	Security Services for the Province of Lanao del Norte (Iligan City)	Thirty-Eight Thousand Five Hundred Eighty-Two Pesos and 71/100 (PhP38,582.71)
5	Security Services for the Province of Misamis Occidental (Ozamiz City)	Thirty Eight Thousand Two Hundred Forty-Four Pesos and 01/100 (PhP38,244.01)
6	Security Services for the Province of Misamis Oriental (Cagayan de Oro City)	Thirty Eight Thousand Two Hundred Forty-Four Pesos and 01/100 (PhP38,244.01)
ne origi nvelope	dder shall submit one envelope cont nal copies of the first and second s must also be duly marked "TE CIAL COMPONENT".	components of its Bid. The su

The following are the lots with its corresponding title, items, quantities and ABC:

Lot No.	Description	Quantity	ABC
1	Security Services for the Regional Statistical Services Office X (Cagayan de Oro City)	5	One Million Five Hundred Thirty-Three Thousand Two Hundred Sixty-Seven Pesos and 68/100 Only (PhP1,533,267.68)
2	Security Services for the Province of Bukidnon (Malaybalay City)	2	Seven Hundred Sixty-Four Thousand Eight Hundred Eighty Pesos and 21/100 Only (PhP764,880.21)
3	Security Services for the Province of Camiguin (Mambajao)		Seven Hundred Thirty-Eight Thousand Nine Hundred Twenty-Nine Pesos and 67/100 Only (PhP738,929.67)
4	Security Services for the Province of Lanao del Norte (Iligan City)		Seven Hundred Seventy-One Thousand Six Hundred Fifty-Four Pesos and 14/100 Only (PhP771,654.14)
5	Security Services for the Province of Misamis Occidental (Ozamiz City)		Seven Hundred Sixty-Four Thousand Eight Hundred Eighty Pesos and 21/100 Only (PhP764,880.21)
6	Security Services for the Province of Misamis Oriental (Cagayan de Oro City)	2	Seven Hundred Sixty-Four Thousand Eight Hundred Eighty Pesos and 21/100 Only (PhP764,880.21)

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

The following are the additional requirements during post-qualification process:

- 1. Authenticated photocopy of valid/regular 2024 License to Operate issued by PNP Security Agencies and Guards Supervision Division (SAGSD) under R.A 5487 known as Private Security Agency Act.
- 2. Certification of the Firearms Long Regular Registration (LRR) with attached Monthly Disposition Report for the month of September 2024 indicating the

	list of the licensed guards, license number and expiry dates stamped received by the Philippine National Police Regional Civil Security Unit.
	3. DOLE X Certification of No Pending Case as of 02 December 2024.
	4. Certification under Oath that anyone of its security guards have no pending criminal case in the crime committed while on duty.
	5. Certification under Oath that the Agency should not have done any act of inimical to the interest of the PSA.
21.1	Contract shall be signed by the winning bidder within ten calendar days from receipt of the Notice of Award.

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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

	Special Conditions of Contract
GCC Clause	
1	Delivery and Documents –
	The delivery of services under the terms applicable to this Contract are to be made at the project sites of <i>PHILIPPINE STATISTICS AUTHORITY X Regional and Provincial Offices</i> , not to exceed (1) day from the exact time specified in the Notice to Proceed to the winning bidder.
	The Services to be provided under the Contract shall include the following Terms of Reference.
	Duties and Obligations of the Security Agency
	Provide the required services through the provision of the
	required number of security personnel as defined in Section VI. Schedule of Requirements and the required services/scope of works defined in Section VII. Technical Specifications.
	Should PSA be in need of the services of additional security
	guards, the AGENCY shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of the PSA.
	Provide the PSA with qualified, physically and mentally fit,
	bonded and armed security guards with qualifications enumerated in Section VII. Technical Specifications. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to the PSA-RSSO X before assumption of work.
	Training, discipline and administration of the security guards
	shall conform to <i>RA 11917</i> and the rules and regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP SOSIA). No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of the PSA regional and provincial offices, whether he/she is on-duty or off-duty; Likewise, smoking by any of the security guard is strictly

- prohibited within the premises of the guarded compound of the PSA regional and provincial offices, whether he/she is on-duty or off-duty.
- ❖ The AGENCY shall provide its security guards proper uniform and identification cards duly countersigned by the agency and PSA Representative.
- The AGENCY shall provide the security guards assigned to the PSA regional and provincial offices, at its own expense, with the necessary serviceable, dependable, firearms and ammunition, metal detectors.
- ❖ Be subject to the control and direction of the PSA in the accomplishment of the work or services herein specified. The AGENCY hereby warrants that it shall perform such work or services in such manner that will achieve the result desired by the PSA. The AGENCY shall conform to such rules and regulations that may be issued by the PSA for this purpose.
- ❖ The AGENCY shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the day or night to ensure that they are not committing any act prejudicial to the interest of the PSA-RSSO X. It shall monitor/supervise regularly their security guards by assigning supervisor/personnel (who is not one of the security guards) to check or evaluate the performance of the said security guards at least twice a month and to make a corresponding report duly received by PSA RSSO X.
- ❖ The AGENCY shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and upon notice or advice by the PSA-RSSO X.
- ❖ Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the AGENCY to the PSA-RSSO X within forty-eight (48) hours from its occurrence.
- ❖ It shall immediately make the necessary reports of any incident to PSA-X management and/or to other concerned authorities for purposes of police and other official investigations.

- ❖ Inform PSA in advance of an impending increase based on the new minimum wage law so as to allow the PSA to undertake the appropriate measures to address the same. The AGENCY shall pay the corresponding increase in the minimum wage of its security personnel subject to the reimbursement by the PSA.
- ♦ The AGENCY shall submit the copy of the Duty Detail Order (DDO) of the security guards assigned or posted in PSA, indicating therein the name of the guard, type of firearms issued, the duration of within which the guard is to render service

Duties and Obligations of the PSA

- ❖ For and in consideration of services rendered by the AGENCY, and subject to the security requirements of the PSA, the latter shall pay the AGENCY security guards pursuant to the latest Wage Order with the contract amount stated in the Notice of Award.
- ❖ The monthly payment of the contract price shall be made fifteen working days after the reference period upon complete submission of required documents according to the actual deployment of security personnel during the reference period. No request for increase in the contract price will be entertained by the PSA during the validity of the Contract, except as provided for under the section Consideration and Terms of Payment.
- ❖ In the event of an issuance of a new law, rule or regulation establishing a new minimum wage rate for workers, the PSA agrees to adjust the contract price accordingly as provided by the law or new wage order issued.

• Rights of the PSA

- ❖ The PSA reserves the right to effect changes in the assignment/deployment of security guards at any time during the Contract Period after written notice to the AGENCY. Likewise, PSA may increase or decrease the number of security guards as deemed necessary, provided that the ABC for the relevant year has not exceeded.
- ❖ The PSA reserves the right to increase, reduce or limit the scope of services for any reason, and in such event, there shall be a corresponding downward or upward adjustment in the consideration in such sum as may be agreed upon by the parties, provided that the resulting cost of said increase or decrease shall exceed the ABC.
- ❖ The PSA shall demand immediate replacement of any of the AGENCY guards whose deployment in the PSA, in the latter's

opinion, prejudicial to the PSA interest. The PSA may ban the AGENCY personnel from entering the premises of the PSA.

• Monitoring and Evaluation

- ❖ The AGENCY shall maintain a satisfactory level of performance throughout the term of the contract based on the following set of performance criteria, among others:
 - a) Quality of services delivered attentiveness and presence of mind of guards on duty and satisfactory customer service:
 - b) Time Management
 - c) Management and suitability of personnel;
 - d) Contract administration and management, including compliance to PSA instructions and policies; and
 - e) Provision of regular reports.

The PSA shall conduct a semestral review (first review: August 2024, second review: November 2024) using the above criteria which shall be the basis for the recommendation for the continuation or termination of the Contract.

• No employee-employer relationship

- ❖ It shall be understood that the AGENCY is an independent contractor, so that there is no employer-employee relationship between the PSA and the AGENCY or any of the latter's security personnel and such, PSA shall not be held responsible for any claim under pertinent labor laws and social legislation (SSS, Philhealth, etc).
- The AGENCY, as the employer of the security guards, agrees to comply with all the regulations including the National Internal Revenue Code, the Social Security Act, the Labor Code and the Medicare Act, as well as the requirements of the Philippine National Police requiring compulsory insurance coverage for the security guards under its employment. Any violation of these laws and existing minimum wage rates shall be a ground for the forfeiture of the Performance Bond. The PSA reserves the right to require the AGENCY to submit statement and proof of compliance with the above-mentioned regulations.

• Liquidated Damages

❖ The AGENCY shall be responsible for any damages or injury arising from illegal intrusion and other unlawful acts of stranger or unauthorized personnel. It shall likewise be responsible for the loss or damage of the property of the PSA, duly accounted for in writing and entrusted under their control, supervision and care by the PSA, which occurred during the tour of duty of the AGENCY security guards and made known to the AGENCY after the occurrence or discovery by the PSA of the loss or damage. Provided that the PSA and/or damage

- after investigation and that the loss or damage is the result of the acts, negligence or fault of the guard without contributory negligence on the part of the PSA.
- ❖ If the investigation it has been established that the loss or damage is attributed solely to the act, omission, negligence or fault of the AGENCY security guards during their tour of duty, the AGENCY shall restore, indemnify or pay for such loss or damage within (15) days after written demand by the PSA. The PSA shall be authorized to deduct from the billing statement the amount of the lost or damaged property in case of failure to pay in accordance herewith.
- The AGENCY shall also be liable for liquidated damages, and not as penalty, in the amount of ten percent (10%) of the contract price in case it refuses or default in the performance of any of its obligations under this Contract. To recover said damages, the PSA shall not be required to prove that it has incurred actual damages. Payment of such damages shall not relieve the AGENCY of its other obligations under this Contract.
- ❖ The AGENCY shall not be liable when the loss or damage is due to "force majeure" or fortuitous event; nor for loss/damaged that occurred inside a closed room, structure, warehouse or building where the guards of the AGENCY are not assigned, not allowed inside, nor have access to, unless there are clear signs of forcible entry in an area within sight of the guard/s at their assigned posts. In the event that AGENCY is made to pay for such loss or damage, it shall be subrogated to the rights of the PSA against the party or parties responsible for such loss or damage.

• Termination of the Contract

- Prior to legal actions, the parties shall submit to mediation and arbitration. In case of failure of these above actions all legal action arising from this Agreement shall be filed in the City of Cagayan de Oro.
- ❖ Upon and simultaneous with the termination of this Agreement but immediately prior to the turnover of responsibilities from the AGENCY to the incoming security agency and/or the PSA, the latter shall issue in favor of the AGENCY and its guards, a certificate of clearance of any responsibilities and monetary liabilities except pending claims for losses and/or damages against the AGENCY, which may be indicated in the clearance. Failure or refusal of the PSA to issue this clearance within thirty (30) days from the termination of this Agreement in spite of the absence of any pending claim shall be equivalent

- to a clearance and shall free the AGENCY and its guards of any responsibilities to the PSA on account of this Agreement.
- ❖ The AGENCY shall guarantee the faithful compliance with all government regulations regarding the payment of their security guards of at least a minimum wage and compulsory contributions/deductions from the guards. Failure to submit certification/proof of payment of at least a minimum wage, SSS remittances and etc. shall be construed as a material breach of this Contract and ground for termination of the same.
- ❖ The security guards shall refrain from direct or indirect activities involving civil registry documents. The AGENCY guards caught facilitating civil registry documents shall be considered violations under this contract and shall be ground for termination of this contract.
- The failure of the PSA to insist upon the strict performance of any covenants, terms and conditions hereof shall not be deemed as a requirement or waiver of any right or remedies that it may have nor shall it be construed as a waiver of any subsequent breach or violation of the covenants under this Contract. No waiver of the PSA of any right shall be deemed to have been made under unless expressed in writing and signed by the PSA through its duly authorized representative.
- The *Terms of Reference* shall take effect according to the delivery schedule specified in Section VI Schedule of Requirements. Should the AGENCY fail to come up with the expectations of the PSA or for any other reason, either party may terminate this Agreement at any time before the expiry date stipulated, upon service of a written notice to the other party thirty (30) days prior to the intended termination.

2.2 Consideration and Terms of Payment

- ❖ For the given scope of work in this Contract as specified in the Section VII Technical Specifications, all quoted prices are considered fixed for the term of one year and therefore not subject to price escalation during the contract implementation, except for the following:
 - ☐ Increase in minimum daily wage pursuant to law or new wage order issued after the date of bid opening;
 - \Box Increase in taxes (if any); and
 - ☐ If during the term of the contract, PSA sees the need for an increase or decrease in the number of security guards, the resulting cost of said increase or decrease, shall not exceed the ABC for the relevant year.
- ❖ Payment shall be made within fifteen (15) working days upon complete submission of the following documents:
 - a) DTR of all security personnel signed by the duly authorized representative of the AGENCY;

b) Proof of previous month remittances to SSS, Philhealth and PAG-IBIG together with transmittal sheet with stamped received by the said agencies; c) Certified photocopy of the signed payroll of the security guards assigned covering the preceding half-month. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions. d) Invoice of Billing or Statement of Account for the period covered. Thereafter, payments shall be made only upon certification by the PSA Civil Registration and Administrative Support Division (CRASD) or its duly authorized representative that services have been delivered or rendered in accordance with the terms of this Contract. 4 The Inspections and Tests will cover physical inspection of personnel and required materials and supplies. 5 ❖ The AGENCY warrants that the assigned security guards at PSA are duly licensed and that the guards have the required permits to carry and possess the same. Guarantee that all equipment required under this Contract shall remain in the PSA for the duration of the Contract. The AGENCY shall, at its own expense, pay for the cost of loss, repair and/or maintenance of its equipment. ❖ The AGENCY warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours duty in a day. ❖ The AGENCY warrants all personnel deployed in the PSA premises for the duration of the Contract are regular workers receiving the benefits mandated by law as per DOLE Department Order No. 150-16. At no given time shall trainees be deployed at PSA premises. The AGENCY warrants that it shall comply with its obligations as employer, that is, to submit its remittances of BIR withholding taxes paid, premiums (SSS, PAG-IBIG, Philhealth), wages/salaries, including overtime and other amounts as mandated by the law in favor of its employees assigned to the PSA. It shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies, shall be solely liable and answerable for claims, if any, that may be made by guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws. All and whatever benefits the said guards or

- their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the AGENCY.
- ❖ The AGENCY guarantees the right of the PSA to inspect at all times the services rendered by the AGENCY security personnel with a view of determining the quality and acceptability of said services.
- ❖ The AGENCY warrants that it shall be liable for all loss and damage to the property of the PSA, its employees and third persons, and for personal injuries caused by the AGENCY personnel or attributable to their fault, negligence, omission and/or misbehavior.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which

is the date of delivery to the project site.

Lot	Description	Quantity	Place of Delivery / Period of Delivery
1 – RSSO X	Eleven (11) months supply of security services for seven (7) days' work, rendering at least eight (8) hours duty daily, including Saturdays, Sundays and holidays	3	3 rd Floor Limketkai Module 2 BPO & Cyberpark Bldg, Rosario Crescent, Limketkai Center, Cagayan de Oro City, Misamis Oriental 9000
	Shifts Schedule: 6:00AM – 2:00PM (1) 2:00PM – 10:00PM (1) 10:00PM – 6:00AM (1)		January 1, 2024 to November 30, 2024
	Eleven (11) months' supply of security services for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays	2	Ground Floor Limketkai Module 2 BPO & Cyberpark Bldg, Rosario Crescent, Limketkai Center, Cagayan de Oro City, Misamis Oriental 9000
	Shifts Schedule: 7:00AM – 7:00PM (1) 7:00PM – 7:00AM (1)		January 1, 2024 to November 30, 2024
2 – BUKIDNON	Eleven (11) months supply of security services for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays	2	2nd Floor Ramos Bldg., Purok 2, Landing, Barangay Casisang, Malaybalay City, Bukidnon 8700

	Shifts Schedule: 7:00AM – 7:00PM (1) 7:00PM – 7:00AM (1)		January 1, 2024 to November 30, 2024
3 – CAMIGUIN	Eleven (11) months supply of security services for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays	2	B&I Building, Purok 6, Yumbing, Mambajao, Camiguin Province 9100
	Shifts Schedule: 8:00AM – 8:00PM (1) 8:00PM – 8:00AM (1)		January 1, 2024 to November 30, 2024
4 – LANAO DEL NORTE	Eleven (11) months supply of security services for seven (7) days' work, rendering at least eight (8) hours duty daily, including Saturdays, Sundays and holidays	3	Barnuevo Building, Badelles St. Extension, Pala-o, Iligan City, Lanao del Norte 9200
	Shifts Schedule: 6:00AM – 2:00PM (1) 2:00PM – 10:00PM (1) 10:00PM – 6:00AM (1)		January 1, 2024 to November 30, 2024
5 – MISAMIS OCCIDENTAL	Eleven (11) months supply of security services for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays	2	G/F Gaisano Southwing, Port Road, Ozamis City, Misamis Occidental 7200
	Shifts Schedule:		

	7:30AM – 7:30PM (1) 7:30PM – 7:30AM (1)		January 1, 2024 to November 30, 2024
6 – MISAMIS ORIENTAL	Eleven (11) months supply of security services for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays	2	3 rd Floor Limketkai Module 2 BPO & Cyberpark Bldg, Rosario Crescent, Limketkai Center, Cagayan de Oro City, Misamis Oriental 9000
	Shifts Schedule: 7:00AM – 7:00PM (1) 7:00PM – 7:00AM (1)		January 1, 2024 to November 30, 2024

The number of guards may be increased or decreased as the need arises upon mutual agreement by the PSA-RSSO X and AGENCY.

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to

a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

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

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

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

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

Technical Specifications

(SUPPORTED WITH THE SUBMISSION OF COMPANY PROFILE)

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Item	Specification	Statement of Compliance	Remarks (if any)
1	STABILITY	<u> </u>	
	a. Years of Experience		
	at least five (5) years' experience in front line security service		
	Has provided security services to at least three government or financial institution for the past five years		
	With at least 50 security personnel		
	b. Liquidity of the Contractor:		
	At least PhP500,000.00		
	(Current Assets minus stocks minus current liabilities based on latest Balance Sheet as of December 31,2023)		
	Submission of Audited Financial Statement is a requirement.		
	c. Organizational Set-up:		
	Organizational capability of the security agency shall be based on its compliance with Appendix A (Organizational Structure of Private Security Agencies) of RA 5487		
	Company Profile must present the Organizational Chart.		
	Key personnel must have a training on law enforcement/security management or a		

	former Commissioned Officer/NCO of the AFP for with at least three years in private security administration		
	Company Profile must present CV of key personnel.		
	All security guard must duly issued by the PNP-RCSU.		
	Monthly Disposition Report stamped received by PNP-RCSU for September 2024 is a requirement.		
2	RESOURCES		
	Number of Licensed Firearms: at least 25		
	Company Profile must statement of list of licensed firearms.		
	Number of Licensed Guard: at least 50		
	Monthly Disposition Report stamped received by PNP-RCSU for September 2024 is a requirement.		
3	SECURITY PLAN (to be submitted upon Notice	re of Award)	
	Submit a security plan tailored fit for PSA e precautionary and/or preventive and remedial me		
	General Security Guidelines		
	(for personnel and physical resources)		
	Disaster Control and Preparedness Plan		
	Terrorism and Sabotage		
	Precautionary Measures		
	Security Guidelines during and allied Catastrophic incidents: fire, bomb		

	explosion, gas leakage, etc.		
	Typhoon		
	Earthquake		
	Other Force Majeure		
	Submission of security plan must be supported with a Certificate of Appearance issued by the head or any representative of the project site during confirming agency's site visit to tailor fit the plan for PSA-X sites.		
4	MINIMUM QUALIFICATION OF SECURIT	'Y GUARD	
	Must be a Filipino Citizen		
	Must be of legal age		
	Must be a licensed Security Guard		
	Physically fit (With medical certificate as supporting document)		
	At least high school graduate		
	With at least 1 year experience in security services		
	Pass the required neuro-psychiatric and drug test conducted by PNP-accredited testing center		
	No derogatory record (With latest NBI Clearance as supporting document)		
	With relevant training on handling firearms, firefighting, rescue operation, first aid, evacuation and crowd dispersal and control		

	With relevant training on basic customer service		
	The Service Provider, upon receipt of the Notice of Award, shall be required to submit to PSA-RSSO X a sworn statement attesting the compliance with the foregoing.		
5	MINIMUM REQUIREMENT OF SECURITY EQU	JIPMENT	
	Complete uniform		
	Valid Licensed Service Firearms (9mm caliber, at least 9 live bullets) for each guard on duty		
	Metal detector for each office		
	Flashlights with batteries for each guard on duty		
	Night stick for each guard on duty		
	Handcuffs for each guard on duty		
	Medical Kit for each guard on duty		
	Whistle for each guard on duty		
	Steel firearms box with lock for each office		
6	SCOPE OF WORK		
	The AGENCY agrees to provide the security guards for the protection and security of the rights and interest, office buildings, furniture, equipment and other facilities of the PSA-RSSO X field offices against theft, pilferage, robbery, arson and other unlawful acts that may be committed against the latter. Likewise, the AGENCY agrees to provide security and assistance to the officials and employees of the PSA-RSSO X while in the discharge of their official duties and responsibilities. The security guards so posted shall maintain		

	duly verified daily time records using the electric time recorder of the PSA-RSSO X field offices, which shall support the claim for payment of services rendered.		
	Record all incoming and outgoing official equipment, supplies, materials, and properties, and keep on file copies of duly approved gate passes. A written report shall be submitted to the Chief Administrative Officer or Provincial Chief Statistical Specialist within twenty-four (24) hours if any property belonging to the PSA-RSSO X field offices shall be brought without duly approved gate pass.		
	Security guards shall record all incoming and outgoing vehicles in their logbook.		
	Security guards shall allow visitors in the office premises only upon proper identification and shall require them to properly fill out the visitor's logbook and wear the field offices' visitor's ID.		
	Security guards shall record all trips of service vehicles and file one copy of each duly approved trip ticket.		
	Security guards shall enforce and obey all orders/instructions/memoranda issued by the Chief Administrative Officer or Provincial Chief Statistical Specialist, which are relevant to their functions.		
I hereby	certify to comply and deliver all the above	ve requirements:	
	Name of Company/Bidder	Date	e Signed

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) in accordance with Section 8.5.2 of the IRR;

<u>Or</u>

□ (b) Registration certificate from Securities and Exchange Commission (SEC),
Department of Trade and Industry (DTI) for sole proprietorship, or
Cooperative Development Authority (CDA) for cooperatives or its
equivalent document,

<u>And</u>

- ☐ (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).

<u>Technical Documents</u>

- □ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (See Section IX for the template) with attached Purchase Order or Contract; and
 - □ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (part of the statement of the completed government and private contracts); and

	(g)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
_	(h)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
	(i)	Original duly signed Omnibus Sworn Statement (OSS) (See Section IX for the template); 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.
<u>Fin</u>	ancial	<u>Documents</u>
	(j)	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
_	(k)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (See Section IX for the template); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents
	(1)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or

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

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

- (m) [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.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form

 (See Section IX for the template); and
- ☐ (b) Original of duly signed and accomplished Price Schedule(s) (See Section IX for the template).

Notes on the Document Templates

For uniformity of forms used by the prospect bidders, the PSA-X ROBAC prepared form templates which can be download from the given link: https://tinyurl.com/GPPBForms

These templates include the following:

- NFCC Computation
- Omnibus Sworn Statement
- Bid Securing Declaration Form
- Price Schedule
- · Bid Form for the Procurement of Goods
- · List of all Ongoing Government and Private Contracts
- Statement of Single Largest Completed Contract (SLCC)

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Section IX. Document Templates

Project ID : PB No. 2024-04

Project Name : Procurement of Security Services for FY 2025

Location of the Project: RSSO and Provinces in Region X

- NFCC COMPUTATION

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
	Net Working Capital (2-4)	
<u>6.</u>		

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

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

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

The Bidder shall attach the AFS to the NFCC Computation for Eligibility Check Form.

NFCC=P	
Submitted by:	
Name of	
Supplier/Distributor/Manufacturer	
Signature of Authorized Representative	
	_
Date:	_

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES	\mathbf{S})
CITY/MUNICIPALITY OF) S.S.

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[.Jurat]

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

	PRIC	CE SCHEDULE			
LOT 1- PSA-RSSO		D 61.10	AU da el 16	D 01/0	NT 1 - C1 TG
	Mandatory Fees	Day Shift	Night Shift	Day Shift	Night Shift
5		8-hours worl		12-hours wor	
Days worked per week No. of days per year (for 11 months)		349.60	7 349.60	7 349.60	7 349.60
No. of days per year (for 11 months)		349.60	349.00	349.60	349.60
A. Amount Directly Paid to Guard		-			2
Daily Minimum Wage Rate (DW)	438.00				
Average Pay/Month (DW x no.days per year/11 Months)		0.00	0.00	0.00	0.0
Night Differential Pay (Ave.Pay/Mox 10%*1/3) or *(1/2)		590			
13th Month Pay[[(DW x 365 days/12 Months)]*11/12]/11months)		14.0	190	€)	£3
5 Days Incentive Pay (DW x 5days/11 Months)		(4)			
Uniform Allowance					
Overtime Pay					
B. Amount to Government in Favor of Guard		550	530	-	-
Retirement Benefit (DW x 22.5/11) R.A 7641			-		-
SSS Premium	1,330.00				
Philhealth Contributions	348.01	14		*	
State Insurance Fund	10.00		<u> </u>	1	
PAG-IBIG FUND	200.00		4		
C. Total Amount to Guard & Government (A+B)	2	ae		-	-
D. Agency Fee (Administrative Overhead & Margin Inclusive of National & Local Taxes/Licenses)		90	•		
E. Value-added Tax (12%)		•		9	
F. MINIMUM CONTRACT RATE PER GUARD (C+D+E)	-		-		·
No. of Guards per shift		2	1	1	33
MONTHLY RATE PER SHIFT x NO. OF GUARDS		2		- 3	9
TOTAL MONTHLY RATE					99
TOTAL CONTRACT PRICE FOR 11MONTHS					ž
Prepared by:					

Name and Signature of Authorized Representative

PRICE SCHEDULE

LOT 2- PSA-BUKIDNON

	MANDATORY FEES	Day Shift	Night Shift
	1223	12-hours wo	
Days worked per week		7	7
No. of days for 11 months		349.60	349.60
A. Amount Directly Paid to Guard	438.00	-	-
Daily Minimum Wage Rate (DW)			
Average Pay/Month (DW x no.days per year/11 Months)		0.00	0.00
Night Differential Pay (Ave.Pay/Mox 10%)*(1/2)		-	-
13th Month Pay[[(DW x 365 days/12 Months)]*11/12]/11months)		-	-
5 Days Incentive Pay (DW x 5days/11 Months)		-	-
Uniform Allowance			
Overtime Pay (4 hours per day)		-	-
B. Amount to Government in Favor of Guard		-	-
Retirement Benefit (DW x 22.5/11) R.A 7641		-	-
SSS Premium	1,330.00		
Philhealth Contributions	348.01	-	-
State Insurance Fund	10.00		
PAG-IBIG FUND	200.00		
C. Total Amount to Guard & Government (A+B)		-	-
D. Agency Fee (Administrative Overhead & Margin Inclusive of National & Local Taxes/Licenses)			
E. Value-added Tax (12%)		-	-
F. MINIMUM CONTRACT RATE PER GUARD (C+D+E)		-	-
No. of Guards per shift		1	1
MONTHLY RATE PER SHIFT x NO. OF GUARDS			
TOTAL MONTHLY RATE			
TOTAL CONTRACT PRICE FOR 11MONTHS			

PRICE SCHEDULE

LOT 3- PSA-CAMIGUIN

	MANDATORY		
	FEES	Day Shift	Night Shift
		12-hours w	ork per day
Days worked per week		7	7
No. of days for 11 months		349.60	349.60
A. Amount Directly Paid to Guard	423.00	-	-
Daily Minimum Wage Rate (DW)			
Average Pay/Month (DW x no.days per year/11 Months)		0.00	0.00
Night Differential Pay (Ave.Pay/Mox 10%)*(1/2)		-	-
13th Month Pay[[(DW x 365 days/12 Months)]*11/12]/11months)		-	-
5 Days Incentive Pay (DW x 5days/11 Months)		-	-
Uniform Allowance			
Overtime Pay (4 hours per day)		-	-
B. Amount to Government in Favor of Guard		-	-
Retirement Benefit (DW x 22.5/11) R.A 7641			
SSS Premium	1,282.50		
Philhealth Contributions	336.09		
State Insurance Fund	10.00		
PAG-IBIG FUND	200.00		
C. Total Amount to Guard & Government (A+B)		-	-
D. Agency Fee (Administrative Overhead & Margin Inclusive of National & Local Taxes/Licenses)			
E. Value-added Tax (12%)		-	-
F. MINIMUM CONTRACT RATE PER GUARD (C+D+E)		-	-
No. of Guards per shift		1	1
MONTHLY RATE PER SHIFT x NO. OF GUARDS		-	-
TOTAL MONTHLY RATE			-
TOTAL CONTRACT PRICE FOR 11MONTHS			-

Prepared by:	
Name and Signature of Authorized Representative	

PRICE SCHEDULE

LOT 4- PSA-LANAO DEL NORTE

	Mandatory	#10 Non 1921	COMPANY AND THE STATE OF
	Fees	Day Shift	Night Shift
		8-hours work	per day
Days worked per week		7	7
No. of days per year (for 11 months)		349.60	349.60
A. Amount Directly Paid to Guard		-	
Daily Minimum Wage Rate (DW)	438.00		
Average Pay/Month (DW x no.days per year/11 Months)		0.00	0.00
Night Differential Pay (Ave.Pay/Mox 10%*1/3) or *(1/2)			
13th Month Pay[[(DW x 365 days/12 Months)]*11/12]/11months)			
5 Days Incentive Pay (DW x 5days/11 Months)			
Uniform Allowance			
Overtime Pay			
B. Amount to Government in Favor of Guard		-	
Retirement Benefit (DW x 22.5/11) R.A 7641			*
SSS Premium	1,330.00		
Philhealth Contributions	348.01		2
State Insurance Fund	10.00		
PAG-IBIG FUND	200.00		
C. Total Amount to Guard & Government (A+B)			
D. Agency Fee (Administrative Overhead & Margin Inclusive of National & Local Taxes/Licenses)			
E. Value-added Tax (12%)		-	*
F. MINIMUM CONTRACT RATE PER GUARD (C+D+E)		-	-
No. of Guards per shift		2	1
MONTHLY RATE PER SHIFT x NO. OF GUARDS			
TOTAL MONTHLY RATE			
TOTAL CONTRACT PRICE FOR 11MONTHS			

epared by:
ame and Signature of Authorized Representative

PRICE SCHEDULE

LOT 5- PSA-MISAMIS OCCIDENTAL

	MANDATORY FEES	Day Shift	Night Shift
		12-hours wo	
Days worked per week		7	7
No. of days for 11 months		349.60	349.60
A. Amount Directly Paid to Guard	438.00		
Daily Minimum Wage Rate (DW)			
Average Pay/Month (DW x no.days per year/11 Months)		0.00	0.00
Night Differential Pay (Ave.Pay/Mox 10%)*(1/2)			•
13th Month Pay[[(DW x 365 days/12 Months)]*11/12]/11months)			
5 Days Incentive Pay (DW x 5days/11 Months)			
Uniform Allowance			
Overtime Pay (4 hours per day)			
B. Amount to Government in Favor of Guard			
Retirement Benefit (DW x 22.5/11) R.A 7641			
SSS Premium	1,330.00		
Philhealth Contributions	348.01		
State Insurance Fund	10.00		
PAG-IBIG FUND	200.00		
C. Total Amount to Guard & Government (A+B)			2
D. Agency Fee (Administrative Overhead & Margin Inclusive of National & Local Taxes/Licenses)			
E. Value-added Tax (12%)			
F. MINIMUM CONTRACT RATE PER GUARD (C+D+E)			
No. of Guards per shift		1	1
MONTHLY RATE PER SHIFT x NO. OF GUARDS		(#5	() *)
TOTAL MONTHLY RATE			-
TOTAL CONTRACT PRICE FOR 11MONTHS			-

TOTAL CONTRACT PRICE FOR 11MONTHS		
	19th	·
Prepared by:		

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PRICE SCHEDULE

LOT 6- PSA-MISAMIS ORIENTAL

	MANDATORY FEES	Day Shift	Night Shift
		12-hours wo	rk per day
Days worked per week		7	7
No. of days for 11 months		349.60	349.60
A. Amount Directly Paid to Guard	438.00	(100)	(•)
Daily Minimum Wage Rate (DW)			
Average Pay/Month (DW x no.days per year/11 Months)		0.00	0.00
Night Differential Pay (Ave.Pay/Mox 10%)*(1/2)		-	-
13th Month Pay[[(DW x 365 days/12 Months)]*11/12]/11months)		11-	-
5 Days Incentive Pay (DW x 5days/11 Months)			
Uniform Allowance			
Overtime Pay (4 hours per day)		-	
B. Amount to Government in Favor of Guard		(4)	i f
Retirement Benefit (DW x 22.5/11) R.A 7641			-
SSS Premium	1,330.00		
Philhealth Contributions	348.01	-	-
State Insurance Fund	10.00		
PAG-IBIG FUND	200.00		
C. Total Amount to Guard & Government (A+B)		10.	
D. Agency Fee (Administrative Overhead & Margin Inclusive of National & Local Taxes/Licenses)			
E. Value-added Tax (12%)		-	-
F. MINIMUM CONTRACT RATE PER GUARD (C+D+E)		1-1	
No. of Guards per shift		1	1
MONTHLY RATE PER SHIFT x NO. OF GUARDS		-	
TOTAL MONTHLY RATE			-
TOTAL CONTRACT PRICE FOR 11MONTHS			

Prepared by:

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM Date :
Project Identification No.:
To: [name and address of Procuring Entity]
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:
 to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:
Name and address Amount and Purpose of of agent Currency Commission or gratuity
(if none, state "None") /

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

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

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

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

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

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of: _	
Date:	

List Of All Ongoing Government And Private Contracts Including Contracts Awarded But Not Yet Started

	LIST OF ALL ONGOIN	G GOVERNMENT AND PRI	VATE CONTRACT	S INCLUDIN	G CON	TRACTS AWARDED BUT	NOT YET S	TARTED	E .
Business Na	uma.								
Business Ad									
Dustiless Au	uicss.								
No.	Name of Contract	a. Owner's Name b. Address c. Telephone Numbers	Nature of Work	lature of Work Bidder's Role b. Date Star	a. Date Awarded b. Date Started c. Telephone Numbers	% of		Value of Outstanding Works/Undelivered Portion	
				Description	%		Planned	Actual	
GOVERNMEN	VT*	<u> </u>				i ĝ			
Completed	No.	L.				L.			
1	Name of Agency Contract Price in Php Remarks (e.g. multi-year contract)								
2	in the state of th		je 3			6	16		
3						<u></u>			
Ongoing									
1	Name of Agency Contract Price in Php Remarks (e.g. multi-year contract)								
2						8			
3									
Not Yet Start									
1	Name of Agency Contract Price in Php Remarks (e.g. multi-year contract)								
2									
3									
PRIVATE									
Completed									
	Name of Agency Contract Price in Php					Ţ.			

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

ne	ss Name:					
sine	ss Address:					
No.	Contract Details	a. Owner's Name b. Address c. Telephone Numbers	Nature of Vork	Bidder's Role		a. Date Awarded b. Contract Effectivity c. Date Completed
				Descripti	×	<u> </u>
	Name of Agency Contract Price in Php Remarks (e.g. multi-year contract)					
	TOTAL	****				
	TOTAL	A A A A A A A A A A A A A A A A A A A				
	Submitted by:					
	Signature Over Printed Name					
	Signature Over Printed Name					
	Designation:					
	Date:					

