



Office of the President of the Philippines
GOVERNANCE COMMISSION
FOR GOVERNMENT OWNED OR CONTROLLED CORPORATIONS
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PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF ONE (1) LOT SECURITY SERVICES COVERING THE PERIOD OF 01 JANUARY 2023 TO 31 DECEMBER 2025

Government of the Republic of the
Philippines

**Sixth Edition
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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 ONE (1) LOT SECURITY SERVICES COVERING THE PERIOD OF 01 JANUARY 2023 TO 31 DECEMBER 2025

1. The Governance Commission for GOCCs (GCG), through the F.Y. 2023 National Expenditure Program (NEP), intends to apply the sum of Seven Million Five Hundred Thousand Pesos Only (**₱7,500,000.00**) being the ABC to payments under the contract for procurement of One (1) Lot Security Services covering the period of 01 January 2023 to 31 December 2025 (P.R. No. 22-0055). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The GCG now invites bids for the above Procurement Project. The bidder must be able to deliver the service on 01 January 2023, or on a later date as may be mutually agreed by both parties. The bidder must be in the security business for at least five (5) years and with at least twenty (20) existing corporate clients. Also, the 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 GCG office and inspect the Bidding Documents at the address given below during the hours of 8:00am to 3:00pm, Mondays to Fridays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on 21 December 2022 from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (₱ 5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means provided that the presentation of the same be done before the scheduled bid opening*.
6. The GCG will hold a Pre-Bid Conference on 10 January 2023 at 2:00PM **at the GCG Office, 3rd Floor BDO Towers Paseo (formerly Citibank Center), Paseo de Roxas, Makati City** and/or through video conferencing or webcasting *via Microsoft Teams* which shall be open to prospective bidders. Prospective bidders that intend to

participate through video conferencing may confirm their attendance by sending their email address to procurement@gcg.gov.ph to receive the meeting invitation.

7. Bids must be duly received by the BAC Secretariat through **manual submission of the physical documents** at the office address indicated below, on or before 23 January 2023 at 9:30AM. 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 23 January 2023 at 9:30AM at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity either physically at the given address below or through video conferencing.
10. The GCG 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 hereby incurring any liability to the affected bidder or bidders.
11. In cases involving a tie among bidders, the procuring entity will bring the concerned service providers/suppliers to agree on a method to break the tie which shall be non-discretionary/non-discriminatory and is similarly based on sheer luck or chance.
12. For further information, please refer to:

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Chief Administrative Officer
Procurement Management Division
Governance Commission for GOCCs
3/F BDO Towers Paseo (formerly Citibank Center), Paseo de Roxas
Makati City, Philippines 1226
cpnpinote@gcg.gov.ph / procurement@gcg.gov.ph
Tel. No. (632) 5328-2030 loc. 371 and 415
Fax No. (632) 5328-2030
www.gcg.gov.ph
13. You may visit the websites, www.gcg.gov.ph for downloading of bidding documents

21 December 2022



DIR. JOHANN CARLOS S. BARCENA
BAC Chairman

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, GCG wishes to receive Bids for the procurement of One (1) Lot Security Services covering the Period of 01 January 2023 to 31 December 2025 with identification number P.R. No 22-0055.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY2023 in the amount of Seven Million Five Hundred Thousand Pesos Only **(P7,500,000.00)**.

2.2. The source of funding is the F.Y. 2023 National Expenditure Program (NEP).

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The 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 10 January 2023 at 10:00AM and **at the GCG Office, 3rd Floor, BDO Towers Paseo (formerly Citibank Center), Paseo de Roxas, Makati City** and/or through video conferencing or webcasting via *Microsoft Teams* 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.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

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

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until One Hundred Twenty (120) calendar days from date of the opening of bids. Any Bid not

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.

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 (1) original and six (6) copies 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.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time at the physical address indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as

required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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**.

20.2. Must submit proof of payment of remittances of statutory contributions to SSS, Pag-IBIG, and PhilHealth for the preceding year. Payments must conform with the schedule of payments as prescribed under SSS Circular No. 2019-12, HDMF Circular No. 275, and Philhealth Circular No. 0001 or any extension of payments as approved by the social welfare agency.

For purposes of complying with the bid specifications, the following conditions shall be required in case of delay/s:

1. All delayed payments shall have been made within six (6) months when the premium is due;
2. For the past two (2) years, the maximum number of delayed payments, shall not exceed six (6) per year and per social welfare agency;

3. Delays due to fortuitous events shall be supported by extension granted by the respective social welfare agency.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Security Services b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed</i>
12	The price of the Goods shall be quoted DDP Makati City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than ₱150,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱375,000.00 if bid security is in Surety Bond.
14.2	<p>The PE may request the bidders to extend the validity of their bid securities beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective.</p> <p>A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended.</p> <p>If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by said bidder. (GPPB Circular 06-2019)</p>
15	Each bidder shall submit one (1) original and six (6) copies of the first and second components of its bid.
20.2	<p>Must submit proof of payment of remittances of statutory contributions to SSS, Pag-IBIG, and PhilHealth for last two (2) preceding years. Payments must conform with the schedule of payments as prescribed under SSS Circular No. 2019-12, HDMF Circular No. 275, and Philhealth Circular No. 0001 or any extension of payments as approved by the social welfare agency.</p> <p>For purposes of complying with the bid specifications, the following conditions shall be required in case of delay/s:</p>

	<ol style="list-style-type: none">1. All delayed payments shall have been made within six (6) months when the premium is due;2. For the past two (2) years, the maximum number of delayed payments shall not exceed six (6) per year and per social welfare agency;3. Delays due to fortuitous events shall be supported by extension granted by the respective social welfare agency.
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

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 IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier.</p>

	<p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>

	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>All monthly billings must be stated in the Statement of Account (SOA), inclusive of VAT, all fees and charges.</p> <p>SOA and other documents necessary for the billing must be submitted after the reference month.</p> <p>No advance payments will be allowed as provided in Section 88 of Presidential Decree 1445.</p>

	<p>The Service Provider shall be paid monthly on actual number of security guards who rendered service subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Government Money Payment (GMP) of five percent (5%).</p> <p>GCG shall be given twenty (20) working days after the reference month to process the payment for the said billing, provided the submission of service provider of complete documentary requirements.</p> <p>Payment shall be made using the Direct Payment Scheme (DPS) via bank debit system through issuance of List of Due and Demandable Accounts Payable – Authority to Debit Account (LDDAP-ADA). However, should the payments be credited to a bank other than Landbank, any bank fees and charges shall be for the account of the service provider.</p>
4	Not applicable

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months

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.

TERMS OF REFERENCE

SECURITY SERVICES COVERING THE PERIOD OF 01 JANUARY 2023 TO 31 DECEMBER 2025

I. BACKGROUND
The Governance Commission for GOCCs (GCG) intends to procure Security Services to safeguard and protect the GCG personnel, visitors, properties and equipment from assault, trespass, arson, theft, robbery, mischief, or other unlawful acts or negligence.
II. CONTRACT DURATION
The contract duration for the Security Services shall be on 01 January 2023 to 31 December 2025 .
III. BUDGET REQUIREMENTS
The approved budget for the Security Services covering the period of 01 January 2023 to 31 December 2025 inclusive of VAT, all fees and other charges amount to TWO MILLION FIVE HUNDRED THOUSAND PESOS ONLY (₱ 2,500,000.00) PER YEAR. The total budget for the Security Services covering the period of 01 January 2023 to 31 December 2025 inclusive of VAT, all fees and other charges amount to SEVEN MILLION FIVE HUNDRED THOUSAND PESOS ONLY (₱ 7,500,000.00) .
IV. PARTICULARS
<ul style="list-style-type: none"> a. The duration of the contract shall be for three (3) years, from 01 January 2023 to 31 December 2025. b. Service provider must be duly registered entity under the Philippine Law. c. Must be a Platinum PhilGEPS registered supplier/service provider. d. Service provider must be in the security service business for at least five (5) years and with at least twenty (20) existing corporate clients. e. Service provider should have completed, within three (3) years preceding the date of submission and receipt of bids, a contract similar to this Project. f. Service provider must have valid and current Regular License to Operate issued by the PNP through the PNP Supervisory Office for Security and Investigation Agencies (SOSIA). g. Must submit proof of payment of remittances of statutory contributions to SSS, Pag-IBIG, and PhilHealth for last two (2) preceding years. Payments must conform with the schedule of payments as prescribed under SSS Circular No. 2019-12, HDMF Circular No. 275, and Philhealth Circular No. 0001 or any extension of payments as approved by the social welfare agency. h. For purposes of complying with the bid specifications, the following conditions shall be required in case of delay/s: <ul style="list-style-type: none"> 1. All delayed payments shall have been made within six (6) months when the premium is due;

2. For the past two (2) years, the maximum number of delayed payments shall not exceed six (6) per year and per social welfare agency;
3. Delays due to fortuitous events shall be supported by extensions granted by the respective social welfare agency.
- i. The project site is at GCG Main and Extension Office located at BDO Towers Paseo (formerly Citibank Center), 8741 Paseo de Roxas, Makati City.
- j. Payment of the security services shall be pro-rated based on the actual days or period of services rendered.
- k. Must comply with the following requirements:
 - Areas covered (**Annex A**)
 - Requirements to the Service Provider (**Annex B**)
 - Service Level Agreement (**Annex C**)
 - Warranties of the contract (**Annex D**)
 - Confidentiality of data (**Annex E**)
 - Terms of payment (**Annex F**)
 - Pre-termination of the contract (**Annex G**)
 - Standard Operating Procedure (**Annex H**)
 - Contract (**Annex I**)

ANNEX A

“Areas Covered”

The service provider shall cover the whole office area of the GCG Main and Extension Office, and not limited to their ingress and egress of the office.

ANNEX B

“Requirements to the Service Provider”

1. The service provider shall provide the GCG with detachment of seven (7) guards, with at least five (5) male and two (2) female guards to be deployed in GCG.
2. The service provider must provide security guard for selection of the GCG.
3. The service provider shall provide the GCG, subject to the determination of the GCG Administrative Division (AD), security guards who are:
 - 3.1. Good moral character and reputation, courteous, alert and without criminal or police records;
 - 3.2. Physically and mentally fit;
 - 3.3. Must be of legal age and at least five feet six inches (5’6”) for male and five feet two inches (5’2”) for female in height;
 - 3.4. Duly license by PNP-SOSIA
 - 3.5. Cleared and passed the drug test administered by SOSIA or any government hospital.
4. The service provider shall submit to the GCG-AD a sworn statement attesting to the compliance of Section 3 of Annex B duly supported by a copy of their license to operate issued by PNP-SOSIA, drug test certificate/clearance issued by SOSIA or any government hospital, latest NBI clearance and Neuro Examination Certificate within seven (7) calendar days.
5. The security detachment shall operate twenty-four (24) hours service daily according to **eight (8) hours-shifting** assignments approved by the GCG Administrative Division.
 - 5.1. From Mondays to Saturdays (including holidays), seven (7) guards

shall be on-duty to handle the GCG Main and Extension Office.

5.2. For all Sundays of the year (including holidays), three (3) guards only to render duty to handle both GCG Main and Extension Office.

6. The service provider shall not allow any guard to work more than eight (8) hours of continuous shift within twenty-four (24) hours period.
7. In cases of unavoidable circumstances wherein the guard-on-duty will be rendering beyond eight (8) hours, the same must notify the service provider to send reliever.
8. The service provider must ensure the eight (8) hour duty of the security guard. Any claims for overtime pay shall be borne solely by the service provider.
9. The service provider shall provide relievers, pre-qualified by the GCG-AD who met the criteria in Section 3 of Annex B and whose services shall be made available whenever needed. The relievers shall also render service whenever additional guards are required by GCG.
10. The service provider shall submit to the GCG-AD all the biodata and proofs of compliance as specified in Section 3 of the regular security guards and their respective relievers.
11. The service provider agrees that the GCG reserves the right to screen and to deny or accept the assignment of any security personnel recommended by the service provider to perform the service.
12. The service provider shall immediately replace any of the assigned security guards any time when performance of any of them is found to be below standards, or whose conduct is unsatisfactory, or is prejudicial to the interest of GCG. The judgment of the GCG on such matters shall be final and binding upon the service provider and should the latter refuse, the former may consider the same valid cause for the termination of this security service contract.
13. The service provider shall submit one (1) week advance the monthly list of names of the guards and their assignment/deployment, for purposes of monitoring shift rotations to GCG-AD. Any change in the list shall be relayed addressed to the GCG Director IV of Administrative and Finance Office within three (3) days before the implementation.
14. The service provider shall increase or decrease the number of the guard when necessary. Upon the written requirement of the GCG subject with the provisions of RA 9184.
15. The service provider must have one (1) supervisor to visit the detailed guards in the office.
16. The service provider shall allow GCG to conduct periodic or surprise inspections of the detachment at any time, day, or night to respective post of duty and their duties are properly performed and enforced in accordance with the Standard Operating Procedure (SOP) as required by GCG.
17. The service provider shall provide Antigen Test to guard/s showing symptoms of the COVID-19 virus only.
 - 17.1. Antigen Test must be from a DOH accredited laboratory.
 - 17.2. Guards who result to positive COVID infection must not be allowed to report for work within the seven (7) days quarantine period.
 - 17.3. The service provider must immediately send reliever/s to temporary

replace the infected guard/s including a negative Antigen Test.

17.4. After the required quarantine period, guard/s who is/are set to resume work is/are required to submit a negative result of Antigen Test conducted within forty-eight (48) to seventy-two (72) hours prior to reporting date.

17.5. Antigen Test must be on a reimbursable basis.

18. The service provider shall provide the security guards with the following:

SECURITY EQUIPMENT	
Description	Quantity
Uniform (reimbursable)	4 Sets (per guard)
AGENCY PROVIDED (free of charge, to be return after the contract)	
Metal Detector	2 Pieces
Hand-held Radio	2 Pieces
Handcuff	2 Pieces
Flashlight	2 Pieces
Night Stick / Baton	2 Pieces
Tear Gas	2 Pieces

MONTHLY SUPPLIES	
Description	Quantity
Tissue Roll (2-ply)	4 Rolls (per guard)
Alcohol (Ethyl, 500 ml)	1 Piece
Surgical Mask (50 pcs per box)	1 Box

19. Must provide their own logbook and DTR for the recording of activities.

20. Must install twenty (20) Closed Circuit Television (CCTV) (10 for Main Office and 10 for Extension Office) with Digital Video Recorder for each office with at least thirty (30) days retention time of recorded footages.

21. Location of CCTV – To be determined upon commencement of the contract. Areas for installation of cameras shall be established by Administrative Division.

ANNEX C “Service Level Agreement”

1. The GCG shall maintain a Service Level Agreement (SLA) with the service provider. With provision for liquidated damages for non-compliance, the terms and condition of the SLA are enumerated below:

CRITERIA	DESCRIPTION	LIQUIDATED DAMAGES
Manpower Requirements	The service provider shall submit to the GCG Administrative Division a sworn statement attesting to the compliance of Section 1.2, Annex B, duly supported by a copy of the license	1/10 th of one percent (1%) of the gross monthly billing for each day of non-deployment.

	to operate issued by PNP-SOSIA, drug test certificate/clearance issued by SOSIA or any government hospital, attest NBI clearance and Neuro Examination Certificate within seven (7) calendar days before the commencement of the contract.	
Deployment of Guards	The service provider shall ensure that the required number of guards are deployed and are at their respective posts during their shift assignments as specified in 1.8 of the manpower requirements of Annex B.	

2. Any damage arising from faults, negligence or omission by the Security Guard shall be borne by the service provider to the satisfaction of GCG.
3. GCG shall have the right to blacklist the service provider after ten (10) instances of non-compliance to Section 1 of Annex C at any given time during the contract period.

ANNEX D

“Warranties of Contract”

1. The service provider warrants that it shall conform strictly to the terms and conditions of the Terms of Reference.
2. The service provider warrants, represents, and undertakes reliability of the services and that their manpower complements are hardworking qualified/reliable and dedicated to do the service required to the satisfaction of GCG. It shall employ well behave and honest employees with IDs displayed conspicuously while working within the premises. It shall not employ any guard to work in any other capacity except security related work.
3. The service provider shall comply with the law governing employee’s compensation, Philhealth, Social Security and labor standards, and other laws, rules, and regulations applicable to each personnel employed by the service provider on account of the contracted services. The service provider shall pay its personnel not less than the minimum wage and other benefits mandated by law and GCG shall require the service provider to submit documents to prove compliance therewith.

4. The service provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local law and shall comply with the rules, regulations, and directives of any Regulatory Authorities. The service provider undertakes to pay all fees or charges payable to any other duly constituted authority relating to the use or operation of the installation.
5. The service provider's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules, and practices.
6. The service provider shall coordinate with the authorized and/or designated GCG personnel in the performance of their jobs.
7. The service provider shall be liable for loss, damage, or injury due directly or indirectly through the fault, negligence, or omission of its personnel and representative. It shall assume full responsibility thereof and GCG shall be specifically released from any and all liabilities arising there from.
8. The service provider shall neither assign, transfer, pledge, nor subcontract any part or interest embodied in the security contract.
9. The service provider warrants that it carries on an independent business and has substantial capital or investment as well qualified technical personnel and reliable work force which are necessary for the conduct of its business ad performance of its work.
10. The service provider shall assume full responsibility for the proper performance of the duties of its employees. GCG shall be specifically released from any/or liabilities to employees of GCG and third parties arising from any negligent act or omission committed by the employees of service provider.
11. It is understood and agreed that the employees of the service provider are not the employees of the GCG. Hence, GCG shall not in any way be liable or responsible for any personal injury or damage including death sustained or caused by any of the employees of the service provider during the performance of their duties. The service provider shall stand solely responsible and liable for such death, injuries or damages arising there from.
12. The service provider shall hold GCG free from any action claim by any or all its personnel that the due and faithful compliance with law relating to employment and services performed by personnel of the service provider shall be the sole responsibility of the latter.

ANNEX E

“Confidentiality of Data”

To ensure the confidentiality of all information that will come to the knowledge of the service provider, it shall uphold strict confidentiality of any information regarding the business, income, or estate of any taxpayer, and further agrees not to reproduce, transcribe, or disclose any Information to third parties without prior written approval of GCG. Further, the service provider shall warrant that the Security Guards deployed to GCG shall uphold the confidentiality of data and that will require them to sign non-disclosure agreements in favor of GCG.

ANNEX F**“Terms of Payment”**

1. All monthly billings must be stated in the Statement of Account (SOA), inclusive of VAT, all fees and charges.
2. SOA and other documents necessary for the billing must be submitted after the reference month.
3. No advance payments will be allowed as provided in Section 88 of Presidential Decree 1445.
4. The Service Provider shall be paid monthly on actual number of security guards who rendered service subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Government Money Payment (GMP) of five percent (5%).
5. GCG shall be given twenty (20) working days after the reference month to process the payment for the said billing, provided the submission of service provider of complete documentary requirements.
6. Payment shall be made using the Direct Payment Scheme (DPS) via bank debit system through issuance of List of Due and Demandable Accounts Payable – Authority to Debit Account (LDDAP-ADA). However, should the payments be credited to a bank other than Landbank, any bank fees and charges shall be for the account of the service provider.

ANNEX G**“Pre-termination of the Contract”**

1. The contract for the Security Service may be pre-terminated by GCG for any violation of the terms of the contract. In case of pre-termination, the service provider shall be informed by GCG thirty (30) days prior to such pre-termination.
2. In case of pre-termination, the service provider shall be liable for liquidated damages equivalent to one-tenth (1/10) of one percent (1%) of the contract price provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the performance security.
3. GCG shall have the right to blacklist the service provider in case of pre-termination and to forfeit the Performance Security.

ANNEX H**“Standard Operation Procedure”**

The GCG AD shall formulate a basic SOP for security guards, the scope of which shall be commonly agreed upon by both parties and shall be part of the contract agreement. It shall include among others reasonable provisions concerning general and special duties of a guard, courtesy, attitude, personal obligations, and such other provisions that can help to ensure safeguard the best interest of the GCG.

PRICE SCHEDULE

PRICE SCHEDULE	MONDAY - SUNDAY		MONDAY - SATURDAY	
PARTICULARS	DAY SHIFT	NIGHT SHIFT	DAY SHIFT	NIGHT SHIFT
	7 DAYS A WEEK / 8 hrs.		6 DAYS A WEEK / 8 hrs.	
Daily Wage (must be in accordance with Wage Order No. NCR-23)				
Number of Working Days Per Year	394.4	394.4	313.0	313.0
I. AMOUNT PAYABLE TO THE SECURITY GUARDS				
A. Average pay/month = (DW x No. of Days Per Year / 12)				
B. Night Differential Pay = (Average Pay / Month x 10%				
C. 13th Month Pay = (DW x 365 / 12 / 12)				
D. 5 Days Incentive Pay = (DW x 5 / 12)				
E. Uniform				
Sub - Total Amount (A+B+C+D+E)				
II. AMOUNT PAYABLE TO THE GOVERNMENT				
F. Retirement Benefit (R.A. 7641) (DW * 22.5 / 12)				
G. SSS Premium				
H. Mandatory Provident Fund (SSS)				
I. Philhealth Contribution				
J. State Insurance Fund (ECC)				
K. Pag-ibig Fund (RA 7742)				
Sub - Total Amount (F+G+H+I+J+K)				
SUBTOTAL AMOUNT TO GUARD AND GOVERNMENT (I + II)				

III. AGENCY FEE				
L. Agency Fee				
IV. VALUE ADDED TAX				
M. VAT (Agency fee * 12% VAT-RMC-39-2007)				
GRAND TOTAL PER GUARD				
V. COMMON-USE SUPPLIES				
Description	Unit	Unit Price (VAT inclusive)	Total	
N. Surgical Mask (50 pcs per box)	4 Rolls (Per Guard)			
O. Alcohol (Ethyl, 500 ml)	1 Piece			
P. Tissue Roll (2-ply)	1 Roll			
Grand Total				
SUMMARY OF BID				
	MONDAY - SUNDAY		MONDAY - SUNDAY	
	DAY SHIFT	NIGHT SHIFT	DAY SHIFT	NIGHT SHIFT
	7 DAYS A WEEK / 8 hrs.		6 DAYS A WEEK / 8 hrs.	
Number of Security Guard	2	1	3	1
Total Monthly Rate				
Total Annual Rate				
Total Amount for Security Services				
Add-On: Miscellaneous (Antigen Test) Note: Must be on a reimbursable basis				
Rental of CCTV and DVR per month (rental per unit inclusive of VAT x 20 units x 12 months)				
Common-use Supplies (Monthly Billing)				
Grand Total For Security Services (Amount in Words)				
Grand Total For Security Services (Amount in Figures)				

Statement of Conformity with Technical Specifications

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

Item	Technical Specification	Statement of Compliance
CONTRACT DURATION		
1.1	The contract duration for the Security Services shall be on 01 January 2023 to 31 December 2025 .	
BUDGET REQUIREMENTS		
2.1	The approved budget for the Security Services covering the period of 01 January 2023 to 31 December 2025 inclusive of VAT, all fees and other charges amount to TWO MILLION FIVE HUNDRED THOUSAND PESOS ONLY (₱ 2,500,000.00) PER YEAR.	
2.2	The total budget for the Security Services covering the period of 01 January 2023 to 31 December 2025 inclusive of VAT, all fees and other charges amount to – SEVEN MILLION FIVE HUNDRED THOUSAND PESOS ONLY (₱ 7,500,000.00).	
PARTICULARS		
3.1	The duration of the contract shall be for three (3) years, from 01 January 2023 to 31 December 2025 .	
3.2	Service provider must be duly registered entity under the Philippine Law.	
3.3	Must be a Platinum PhilGEPS registered supplier/service provider.	
3.4	Must be in the security service business for at least five (5) years and with at least twenty (20) existing corporate clients.	
3.5	Service provider should have completed, within three (3) years preceding the date of submission and receipt of bids, a contract similar to this Project.	
3.6	Service provider must have valid and current Regular License to Operate issued by the PNP through the PNP Supervisory Office for Security and Investigation Agencies (SOSIA).	
3.7	Must submit proof of payment of remittances of statutory contributions to SSS, Pag-IBIG, and PhilHealth for last two (2) preceding years. Payments must conform with the schedule of payments as prescribed under SSS Circular No. 2019-12, HDMF Circular No. 275, and Philhealth Circular No. 0001 or any extension of payments as approved by the	

	social welfare agency.	
3.8	For purpose complying with the bid specifications, the following conditions shall be required in case of delay/s:	
	3.8.1 - All delayed payments shall have been made within six (6) months when the premium is due;	
	3.8.2 - For the past two (2) years, the maximum number of delayed payments shall not exceed six (6) per year and per social welfare agency;	
	3.8.3 - Delays due to fortuitous events shall be supported by extensions granted by the respective social welfare agency.	
3.9	The project site is at GCG Main and Extension Office located at BDO Towers Paseo (formerly Citibank Center), 8741 Paseo de Roxas, Makati City.	
3.10	Payment of the security services shall be pro-rated based on the actual days or period of services rendered.	
AREAS COVERED		
4.1	The service provider shall cover the whole office area of the GCG Main and Extension Office, and not limited to their ingress and egress of the office.	
REQUIREMENT TO THE SERVICE PROVIDER		
5.1	The service provider shall provide the GCG with detachment of seven (7) guards, with at least five (5) male and two (2) female guards to be deployed in GCG.	
5.2	The service provider must provide security guard for selection of the GCG.	
5.3	The service provider shall provide GCG, subject to the determination of the GCG Administrative Division (AD), security guards who are:	
	5.3.1 - Good moral character and reputation, courteous, alert and without criminal or police records;	
	5.3.2 - Physically and mentally fit;	
	5.3.3 - Must be of legal age and at least five feet six inches (5'6") for male and five feet two inches (5'2") for female in height;	
	5.3.4 - Duly license by PNP-SOSIA	
	5.3.5 - Cleared and passed the drug test administered by SOSIA or any government hospital.	
5.4	The service provider shall submit to the GCG-AD a sworn statement attesting to the compliance of Section 3 of Annex B duly supported by a copy of their license to operate issued	

	by PNP-SOSIA, drug test certificate/clearance issued by SOSIA or any government hospital, latest NBI clearance and Neuro Examination Certificate within seven (7) calendar days.	
5.5	The security detachment shall operate twenty-four (24) hours service daily according eight (8) hours-shifting to assignments of shifts approved by the GCG Administrative Division.	
	5.5.1 - From Mondays to Saturdays (including holidays), seven (7) guards shall be on-duty to handle the GCG Main and Extension Office.	
	5.5.2 - For all Sundays of the year (including holidays), three (3) guards only to render duty to handle both GCG Main and Extension Office.	
5.6	The service provider shall not allow any guard to work more than eight (8) hours of continuous shift within twenty-four (24) hours period.	
5.7	In cases of unavoidable circumstances wherein the guard-on-duty will be rendering beyond eight (8) hours, the same must notify the service provider to send reliever.	
5.8	The service provider must ensure the eight (8) hour duty of the security guard. Any claims for overtime pay shall be borne solely by the service provider.	
5.9	The service provider shall provide relievers, pre-qualified by the GCG-AD who met the criteria in Section 3 of Annex B and whose services shall be made available whenever needed. The relievers shall also render service whenever additional guards are required by GCG.	
5.10	The service provider shall submit to the GCG-AD all the biodata and proofs of compliance as specified in Section 3 of the regular security guards and their respective relievers.	
5.11	Service Provider agrees that the GCG reserves the right to screen and to deny or accept the assignment of any security personnel recommended by the service provider to perform the service.	
5.12	The service provider shall immediately replace any of the assigned security guards any time when performance of any of them is found to be below standards, or whose conduct is unsatisfactory, or is prejudicial to the interest of GCG. The judgment of the GCG on such matters shall be final and binding upon the service provider and should the latter refuse, the former may consider the same valid cause for the termination of this security service contract.	
5.13	The service provider shall submit one (1) week advance the monthly list of names of the guards and their assignment/deployment, for purposes of monitoring shift rotations to GCG-AD. Any change in the list shall be relayed addressed to the GCG Director IV of Administrative and	

	Finance Office within three (3) days before the implementation.																									
5.14	The service provider shall increase or decrease the number of the guard when necessary. Upon the written requirement of the GCG subject with the provisions of RA 9184.																									
5.15	The service provider must have one (1) supervisor to visit the detailed guards in the office.																									
5.16	The service provider shall allow GCG to conduct periodic or surprise inspections of the detachment at any time, day, or night to respective post of duty and their duties are properly performed and enforced in accordance with the Standard Operating Procedure (SOP) as required by GCG.																									
5.17	The service provider shall provide Antigen Test to guard/s showing symptoms of the COVID-19 virus only.																									
	5.17.1 - Antigen Test must be from a DOH accredited laboratory.																									
	5.17.2 - Guards who result to positive COVID infection must not be allowed to report for work within the seven (7) days quarantine period.																									
	5.17.3 – The service provider must immediately send reliever/s to temporary replace the infected guard/s including a negative Antigen Test.																									
	5.17.4 - After the required quarantine period, guard/s who is/are set to resume work is/are required to submit a negative result of Antigen Test conducted within forty-eight (48) to seventy-two (72) hours prior to reporting date.																									
	5.17.5 – Antigen test must be on a reimbursable basis																									
15.16	<p>The service provider shall provide the security guards with the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">SECURITY EQUIPMENT</th> </tr> <tr> <th style="width: 50%;">Description</th> <th style="width: 50%;">Quantity</th> </tr> </thead> <tbody> <tr> <td>Uniform (reimbursable)</td> <td>4 Sets (per guard)</td> </tr> <tr> <th colspan="2" style="text-align: center;">AGENCY PROVIDED (free of charge, to be return after the contract)</th> </tr> <tr> <td>Metal Detector</td> <td>2 Pieces</td> </tr> <tr> <td>Hand-held Radio</td> <td>2 Pieces</td> </tr> <tr> <td>Handcuff</td> <td>2 Pieces</td> </tr> <tr> <td>Flashlight</td> <td>2 Pieces</td> </tr> <tr> <td>Night Stick / Baton</td> <td>2 Pieces</td> </tr> <tr> <td>Tear Gas</td> <td>2 Pieces</td> </tr> <tr> <th colspan="2" style="text-align: center;">MONTHLY SUPPLIES</th> </tr> <tr> <th style="width: 50%;">Description</th> <th style="width: 50%;">Quantity</th> </tr> </tbody> </table>	SECURITY EQUIPMENT		Description	Quantity	Uniform (reimbursable)	4 Sets (per guard)	AGENCY PROVIDED (free of charge, to be return after the contract)		Metal Detector	2 Pieces	Hand-held Radio	2 Pieces	Handcuff	2 Pieces	Flashlight	2 Pieces	Night Stick / Baton	2 Pieces	Tear Gas	2 Pieces	MONTHLY SUPPLIES		Description	Quantity	
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	Tissue Roll (2-ply)	4 Rolls (per guard)	
	Alcohol (Ethyl, 500 ml)	1 Piece	
	Surgical Mask (50 pcs per box)	1 Box	
15.7	Must provide their own logbook and DTR for the recording of activities.		
15.8	Must install twenty (20) Closed Circuit Television (CCTV) (10 for Main Office and 10 for Extension Office) with Digital Video Recorder for each office with at least thirty (30) days retention time of recorded footages.		
15.9	Location of CCTV – To be determined upon commencement of the contract. Areas for installation of cameras shall be established by Administrative Division.		

SERVICE LEVEL AGREEMENT

16.1	<p>The GCG shall maintain a Service Level Agreement (SLA) with the service provider. With provision for liquidated damages for non-compliance, the terms and condition of the SLA are enumerated below:</p> <table border="1"> <thead> <tr> <th>CRITERIA</th> <th>DESCRIPTION</th> <th>LIQUIDATED DAMAGES</th> </tr> </thead> <tbody> <tr> <td>Manpower Requirements</td> <td>The service provider shall submit to the GCG Administrative Division a sworn statement attesting to the compliance of Section 1.2, Annex B, duly supported by a copy of the license to operate issued by PNP-SOSIA, drug test certificate/clearance issued by SOSIA or any government hospital, attest NBI clearance and Neuro Examination Certificate within seven (7) calendar days before the commencement of the contract.</td> <td>1/10th of one percent (1%) of the gross monthly billing for each day of non-deployment.</td> </tr> </tbody> </table>			CRITERIA	DESCRIPTION	LIQUIDATED DAMAGES	Manpower Requirements	The service provider shall submit to the GCG Administrative Division a sworn statement attesting to the compliance of Section 1.2, Annex B, duly supported by a copy of the license to operate issued by PNP-SOSIA, drug test certificate/clearance issued by SOSIA or any government hospital, attest NBI clearance and Neuro Examination Certificate within seven (7) calendar days before the commencement of the contract.	1/10 th of one percent (1%) of the gross monthly billing for each day of non-deployment.	
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Manpower Requirements	The service provider shall submit to the GCG Administrative Division a sworn statement attesting to the compliance of Section 1.2, Annex B, duly supported by a copy of the license to operate issued by PNP-SOSIA, drug test certificate/clearance issued by SOSIA or any government hospital, attest NBI clearance and Neuro Examination Certificate within seven (7) calendar days before the commencement of the contract.	1/10 th of one percent (1%) of the gross monthly billing for each day of non-deployment.								

	Deployment of Guards	The service provider shall ensure that the required number of guards are deployed and are at their respective posts during their shift assignments as specified in 1.8 of the manpower requirements of Annex B.	
16.2	Any damage arising from faults, negligence or omission by the Security Guard shall be borne by the service provider to the satisfaction of GCG.		
16.3	GCG shall have the right to blacklist the service provider after ten (10) instances of non-compliance to <u>Section 1 of Annex C</u> at any given time during the contract period.		
WARRANTIES OF CONTRACT			
17.1	The service provider warrants that it shall conform strictly to the terms and conditions of the Terms of Reference.		
17.2	The service provider warrants, represents, and undertakes reliability of the services and that their manpower complements are hardworking qualified/reliable and dedicated to do the service required to the satisfaction of GCG. It shall employ well-behaved and honest employees with IDs displayed conspicuously while working within the premises. It shall not employ any guard to work in any other capacity except security related work.		
17.3	The service provider shall comply with the law governing employee's compensation, Philhealth, Social Security and labor standards, and other laws, rules, and regulations applicable to each personnel employed by the service provider on account of the contracted services. The service provider shall pay its personnel not less than the minimum wage and other benefits mandated by law and GCG shall require the service provider to submit documents to prove compliance therewith.		
17.4	The service provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local law and shall comply with the rules, regulations, and directives of any Regulatory Authorities. The service provider undertakes to pay all fees or charges payable to any other duly constituted authority relating to the use or operation of the installation.		
17.5	The service provider's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard		

	and established safety regulations, rules, and practices.	
17.6	The service provider shall coordinate with the authorized and/or designated GCG personnel in the performance of their jobs.	
17.7	The service provider shall be liable for loss, damage, or injury due directly or indirectly through the fault, negligence, or omission of its personnel and representative. It shall assume full responsibility thereof and GCG shall be specifically released from any and all liabilities arising there from.	
17.8	The service provider shall neither assign, transfer, pledge, nor subcontract any part or interest embodied in the security contract.	
17.9	The service provider warrants that it carries on an independent business and has substantial capital or investment as well qualified technical personnel and reliable work force which are necessary for the conduct of its business ad performance of its work.	
17.10	The service provider shall assume full responsibility for the proper performance of the duties of its employees. GCG shall be specifically released from any/or liabilities to employees of GCG and third parties arising from any negligent act or omission committed by the employees of service provider.	
17.11	It is understood and agreed that the employees of the service provider are not the employees of the GCG. Hence, GCG shall not in any way be liable or responsible for any personal injury or damage including death sustained or caused by any of the employees of the service provider during the performance of their duties. The service provider shall stand solely responsible and liable for such death, injuries or damages arising there from.	
17.12	The service provider shall hold GCG free from any action claim by any or all its personnel that the due and faithful compliance with law relating to employment and services performed by personnel of the service provider shall be the sole responsibility of the latter.	
CONFIDENTIALITY OF DATA		
18.1	To ensure the confidentiality of all information that will come to the knowledge of the service provider, it shall uphold strict confidentiality of any information regarding the business, income, or estate of any taxpayer, and further agrees not to reproduce, transcribe, or disclose any Information to third parties without prior written approval of GCG. Further, the service provider shall warrant that the Security Guards deployed to GCG shall uphold the confidentiality of data and that will require them to sign non-disclosure agreements in favor of GCG.	
TERMS OF PAYMENT		
19.1	All monthly billings must be stated in the Statement of	

	Account (SOA), inclusive of VAT, all fees and charges.	
19.2	SOA and other documents necessary for the billing must be submitted after the reference month.	
19.3	No advance payments will be allowed as provided in Section 88 of Presidential Decree 1445.	
19.4	The service provider shall be paid monthly on actual number of security guards who rendered service subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Government Money Payment (GMP) of five percent (5%).	
19.5	GCG shall be given twenty (20) working days after the reference month to process the payment for the said billing, provided the submission of service provider of complete documentary requirements.	
19.6	Payment shall be made using the Direct Payment Scheme (DPS) via bank debit system through issuance of List of Due and Demandable Accounts Payable – Authority to Debit Account (LDDAP-ADA). However, should the payments be credited to a bank other than Landbank, any bank fees and charges shall be for the account of the service provider.	
PRE-TERMINATION OF THE CONTRACT		
20.1	The contract for the Security Service may be pre-terminated by GCG for any violation of the terms of the contract. In case of pre-termination, the service provider shall be informed by GCG thirty (30) days prior to such pre-termination.	
20.2	In case of pre-termination, the service provider shall be liable for liquidated damages equivalent to one-tenth (1/10) of one percent (1%) of the contract price provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the performance security.	
20.3	GCG shall have the right to blacklist the service provider in case of pre-termination and to forfeit the Performance Security.	
STANDARD OPERATION PROCEDURE		
21.1	The GCG AD shall formulate a basic SOP for security guards, the scope of which shall be commonly agreed upon by both parties and shall be part of the contract agreement. It shall include among others reasonable provisions concerning general and special duties of a guard, courtesy, attitude, personal obligations, and such other provisions that can help to ensure safeguard the best interest of the GCG.	

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	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
<input type="checkbox"/>	(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
<input type="checkbox"/>	(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
<input type="checkbox"/>	(d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
<input type="checkbox"/>	(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
<input type="checkbox"/>	(f) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
<u>Financial Documents</u>	
<input type="checkbox"/>	(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
<i>Class "B" Documents</i>	
<input type="checkbox"/>	(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
II. FINANCIAL COMPONENT ENVELOPE	
<input type="checkbox"/>	(a) Original of duly signed and accomplished Financial Bid Form; and
<input type="checkbox"/>	(b) Original of duly signed and accomplished Price Schedule(s).
<u>Other documentary requirements under RA No. 9184 (as applicable)</u>	

<input type="checkbox"/>	(k) <i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> 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.
<input type="checkbox"/>	(l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

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]

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
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_____	_____	_____
_____	_____	_____

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

