

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS Government of the Republic of the Philippines

Name of Project: **Rebidding of the Procurement of Security Services for the Philippine State College of Aeronautics (All Campuses) for the Period of September to December 2023**

Bidding Reference No: PB2023 – GS – 14 (Rebidding)

ABC: Five Million Pesos, PhP 5,000,000.00

Funding Source: GAA 2023

Availability of Bidding Documents: August 2, 2023 to August 22, 2023

Cost of Bidding Document: Five Thousand Pesos, PhP 5,000.00

Prebid Conference: August 9, 2023 / 10:00 AM/ Multi-Purpose Hall

Deadline of Submission of Bids: August 22, 2023/12:50 PM/Multi-Purpose Hall

Opening of Bids: August 22, 2023/1:00 PM/Multi-Purpose Hall

**Sixth Edition
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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



Republic of the Philippines
Philippine State College of Aeronautics
Piccio Garden, Villamor, Pasay City

INVITATION TO BID

**Rebidding of the Procurement of Security Services for the
Philippine State College of Aeronautics (All Campuses)
for the Period of September to December 2023**
PB2023-GS-14 (Rebidding)

1. The *Philippine State College of Aeronautics*, through the *General Appropriations Act 2023* intends to apply the sum of *Five Million Pesos (PhP 5,000,000.00)* being the ABC to payments under the contract for *the Rebidding of the Procurement of Security Services for the Philippine State College of Aeronautics (All Campuses) for the Period of September to December 2023/PB2023-GS-14 (Rebidding)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *Philippine State College of Aeronautics* now invites bids for the above Procurement Project. Delivery of the Goods is required for a period of four (4) months starting September 1, 2023 to December 31, 2023. Bidders should have completed, within *two (2) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from ***Philippine State College of Aeronautics*** and inspect the Bidding Documents at the address given below during 9:00 AM to 5:00 PM, except holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting August 2, 2023, 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, PhP 5,000.00.* The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.
6. The ***Philippine State College of Aeronautics*** will hold a Pre-Bid Conference¹ on ***August 22, 2023 at 10:00 AM at the PhilSCA Multi-Purpose Hall, Ground Floor of Building – B, PhilSCA, Piccio Garden, Villamor, Pasay City*** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before ***12:50 PM on August 22, 2023.*** Online or electronic submission of bids is not permitted. 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 ***August 22, 2023 at 1:00 PM*** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***Philippine State College of Aeronautics*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

NOEL E. LAGUI

Head, BAC Secretariat

PhilSCA, Piccio Garden, Villamor, Pasay City

Contact No. 0928-5244731

philscabac@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://notices.ps-philgeps.gov.ph/>

(You may also request a copy of the Bidding Documents via email.)

August 2, 2023

MR. DARBY P. ESPERANZATE
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Philippine State College of Aeronautics, wishes to receive Bids for the *Rebidding of the Procurement of Security Services for the Philippine State College of Aeronautics (All Campuses) for the Period of September to December 2023, with identification number PB2023 – GS – 14 (Rebidding)*.

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 2023 in the amount of *Five Million Pesos, PhP 5,000,000.00, inclusive of all applicable taxes (4 months only)*.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

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.
 - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 **two (2) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

a. **Philippine Pesos.**

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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**.

² 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.

- 14.2. The Bid and bid security shall be valid until **120 days from the date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

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 may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

- 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**.

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

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. Contracts providing security services. b. completed within <i>two (2) years</i> prior to the deadline for the submission and receipt of bids
7.1	Subcontracting is not allowed.
9	Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request 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	<p>Other Requirements:</p> <ol style="list-style-type: none"> 1. Compliance to Additional Set of Technical Parameters under the Guidelines on the Procurement of Security and Janitorial Services: <ul style="list-style-type: none"> a. Stability (Years of Experience, Liquidity of the Contractor, Organizational Set-Up) b. Resources (No. of Licensed Firearms, Number and Kind of Communication Devices, Number and Kind of Motor Powered Vehicles, Number of Licensed Guards) c. Security Plan for PhilSCA – Villamor Campus only d. Other Factors (Recruitment and Selection Criteria, Completeness of Uniforms and other Paraphernalia) 2. Updated Clearances/Certification or Proof of Remittances (up to June 2023) <ul style="list-style-type: none"> a. SSS Remittances b. PAGIBIG Remittances c. PhilHealth Remittances 3. List of applicable regions of Latest PADPAO Rates 4. Certification of no pending case from SOSIA.

12	The price of the Goods/Services shall be on the current market prices and minimum wage order and other relevant laws.
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 PhP 100,000 <i>which is equivalent two percent (2%) of ABCJ</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP 250,000.00 which is equivalent to <i>five percent (5%) of ABCJ</i> if bid security is in Surety Bond.
15	<p>Bidders are required to submit one (1) original copy and two (2) duplicate copies (COPY 1 and COPY 2) of the eligibility & technical documents described in Section II. Instructions to Bidders (ITB) Clause 10 marked "TECHNICAL COMPONENT", and their financial documents described in ITB Clause 11 in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID". All pages of the original and duplicate copies must be properly signed (wet signature) by the bidder's authorized representative.</p> <p>Further, all envelopes shall:</p> <ul style="list-style-type: none"> a) contain the name of the contract to be bid in capital letter; b) bear the name and address of the Bidder in capital letters; c) be addressed to the Procuring Entity's BAC in accordance with Section I. Invitation to Bid Clause 9; d) bear the specific identification of the Project indicated in ITB Clause 1; and e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with the aforementioned date and time. <p>Please be reminded that pursuant to Section 25.9 of the 2016 Revised IRR of R.A No. 9184, unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>
19.3	The project shall be awarded in 1 (one) lot .
20.1	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following requirements:</p> <ul style="list-style-type: none"> a. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), b. Certificate of PhilGEPS Registration (Platinum Membership); and

c. The bidder shall also be required to submit their Deed of Undertaking of their Compliance with OSH and Labor Standard Laws.

c. Other appropriate licenses and permits required by law and stated in this BDS.

During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:

a) Documents to verify or support its Statement of On-going and/or Statement identifying its Single Largest Completed Contract which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.

b) Original copy of the submitted eligibility, technical and financial documents during bid opening.

Non-submission of the said documents during the submission of bids shall not render the Bid non-responsive and shall not be a ground or disqualification. But the same shall be submitted during the post-qualification.

Note: In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>All terms and conditions specified in Section VII (Technical Specifications) of this procurement project shall form part of the Contract.</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>“The delivery terms applicable to this Contract are delivered <i>to all PhilSCA Campuses</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 are:</p> <ol style="list-style-type: none"> 1. Dr. Estrella E. Yago, Director for Administration = PhilSCA – VAB Campus, Pasay City 2. Dr. Rowena S. Navera, Campus Director = PhilSCA – FAB Campus, Lipa City, Batangas 3. Prof. Felix Alegado, Campus Director =PhilSCA – BAB Campus, Floridablanca, Pampanga and PhilSCA – Palmayo Campus 4. Dr. Warlito Caro, Campus Director = PhilSCA – MBEAB Campus, Mactan Cebu and PhilSCA – Medellin Campus, Cebu
2.2	<p>Payments shall be made on a monthly basis upon issuance of Certificate of Inspection</p> <p>The Service Provider’s request/s for payment shall be made to the Procuring Entity in writing accompanied by an invoice describing as appropriate, the service performed.</p>

4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"><li data-bbox="408 232 1388 304">1. Conformity to the required security equipment stipulated in item no. 37 in the technical specification (page 45)<li data-bbox="408 338 1388 409">2. Conformity to the qualification of guards as enumerated in item no. 35 in the technical specifications (page 41).<li data-bbox="408 443 1388 515">3. Others that may be necessary to the TWG in their preparation of the Post-Qualification Report; and<li data-bbox="408 548 1388 620">4. BAC-TWG shall coordinate with the winning bidder other requirements and procedures re: inspection and tests.
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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	Approved Budget Cost for the Contract	Total	Delivered, Weeks/Months
Lot 1	Procurement of Security Services for the Philippine State College of Aeronautics (All Campuses) for the Period of September to December 2023	PhP 5,000,000.00	31	4 Months (September 1, 2023 to December 31, 2023)

I hereby certify to comply and deliver all the above requirements.

_____	_____	_____
Name of Company/Bidder	Signature over Printed Name of Representative	Date

Section VII. Technical Specifications

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>
	<p>Qualifications of the Security Agency/Contractor</p> <p>1. The Contractor shall be a corporation or company duly organized and existing under Philippine Laws must be duly licensed and accredited by the Philippine National Police</p>	

	<p>under the Republic Act 5487 Implementing Rules and Regulations and with Accreditation from the Department of Labor and Employment Department Order Number 174 series of 2017.</p> <ol style="list-style-type: none"> 1. The Contractor shall be fully compliant to R.A 5487 IRR Rule IV Part 2 Section 8 Letter A. 2. The Contractor shall have enough funds to sustain the salary of all the security personnel covered by the contract for at least 6 months. 3. Must be a duly licensed and registered Service Contractor in accordance with Department Order No. 150, series of 2016 issued by DOLE. 4. Should have at least five (5) years of experience in providing security services to a government agency. 5. Must be a duly registered with Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority; 6. Must be duly registered with Social Security Services (SSS), Home Development Mutual Fund (HDMF) PAGIBIG Fund, and Philippine Health Insurance Corporation (PhilHealth); 7. Must be duly registered with the Bureau of Internal Revenue (BIR); 8. Must present a Certification of Very Satisfactory Performance or a feedback form with a very-satisfactory-service rating from one (1) client government agency in relation to completed and on-going contracts. 9. Bidder should have their office per region where the security personnel are to be assigned. 	
	<p>Terms of Reference</p> <ol style="list-style-type: none"> 1. The Contractor shall render 24/7 security services to secure and safeguard all Philippine State College of Aeronautics students, clients, personnel and all its properties (equipment's, aircrafts, motor 	

	vehicles) from all unlawful acts and Physical threats.	
	<p>2. To provide PhilSCA the required equipment necessary in the effective security operations. Equipment shall be but not limited to:</p> <ul style="list-style-type: none"> a. CCTV System b. Fire Arms c. Communication Equipment d. First Aid Equipment and medicine e. Standard Security Guards Equipment f. Security Equipment 	
	<p>3. To provide PhilSCA with properly trained, bonded, uniformed and armed security guards prescribe in the contract.</p>	
	<p>4. There shall be no employer-employee relationship between the PhilSCA and the Security guards deployed by the Contractor.</p>	
	<p>5. PhilSCA shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the Contractor including death resulting there from.</p>	
	<p>6. The Contractor shall be liable to the PhilSCA for any loss or damage that may be incurred upon the latter's equipment, buildings and properties within the guarded compound, activities.</p>	
	<p>7. The liability for any loss or damaged stated under paragraph 6 is subject to the following exceptions:</p> <ul style="list-style-type: none"> a. Where the loss or damage occurs inside a closed office, building or compartment into which the Contractor or its agent have no access, in which case, the AGENCY is not liable, unless the door or window of any of the office building or 	

	<p>compartment is forcibly opened, and such was not prevented by reason of the act or omission fault or negligence of the guards</p> <p>b. For loss, and/or damage to property delivered or entrusted by the PhilSCA to its employees which equipment or property is outside the administrative control of the Contractor at the time of said loss or damage, the Contractor is not liable. In this connection, properties or equipment are considered outside the administrative control of the Contractor only when the same are brought outside the PhilSCA premises or compound by the authorized employees themselves</p> <p>c. For loss of, and/or damage to property resulting from fortuitous events or force majeure;</p>	
	<p>8. For any loss or damage stated under paragraphs 6 and 7 the contractor shall indemnify the PhilSCA for any loss or damage to the property or properties of the latter provided that it has been fully established that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty. To ensure compliance with this undertaking, the Contractor shall furnish the PhilSCA Performance Security to guarantee the payment of such claim for damages and those claims arising from the operation of the CONTRACT. It is understood, however, that the liability of the Contractor shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by the PhilSCA.</p>	
	<p>9. The loss or damage to property shall be brought to the attention of the Contractor by the PhilSCA within forty-eight (48) hours from its occurrence or rediscovery and shall immediately be acted upon by the Contractor.</p>	
	<p>10. The Contractor shall provide the PhilSCA with a copy of the individual personnel profiles of the security guards to be assigned in the PhilSCA together with</p>	

	<p>their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to PhilSCA before assumption of work by the said security guard.</p>	
	<p>11. The number of guards may be increased or decreased as the need arises upon mutual agreement by the PhilSCA and the Contractor.</p>	
	<p>12. Should PhilSCA be in need of the services of additional security guards, the contractor shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of the PhilSCA.</p>	
	<p>13. The Contractor shall ensure that there is enough trained and qualified reliever guards on standby to augment the current contingent if the need arises and to ensure that NO security post will be unmanned at any given time violation of this condition will be sufficient ground for the PhilSCA to terminate the Contract. The contractor cannot remove or replace any of its assigned guards without the written approval of PhilSCA.</p>	
	<p>14. Training, discipline and administration of the security guards shall conform to R.A 5487 and its Implementing Rules and Regulations, and the rules and regulations of the Philippine National Police Supervisory Office for Security and investigation Agencies (PNP SOSIA). No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of the PhilSCA whether he/she is on-duty or off-duty.</p>	
	<p>15. It shall monitor/supervise regularly their security guards by assigning a supervisor/ personnel (who is not one of the security guards) to check or evaluate the</p>	

	performance of the said security guards at least twice a month and to make a corresponding report to be submitted to the Administrative Chief of this Office on the first week of the month following the said evaluation;	
	16. The Contractor shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and upon notice or advice by the PhilSCA.	
	17. The Contractor shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the PhilSCA.	
	18. To provide PhilSCA in writing a Security Risk Assessment on all PhilSCA campuses every three (3) months to be submitted to the HEAD CSSO.	
	19. The Contractor shall guarantee that all equipment issued to every campus is always in a high operational status and shall bear the cost repair, maintenance and loss of any contractor's equipment.	
	<p>20. The Contractor shall provide at its own expense the following additional services:</p> <ol style="list-style-type: none"> a. Security planning b. Specialized Investigation c. Liaison with the local police, local government units and any other entity for any PhiSCA activities, coordination related to security operations d. Training and seminars for PhilSCA employees such as but not limited to the following: <ul style="list-style-type: none"> • Security Awareness • Bomb Threat Awareness • Fire Drills 	

	<p>21. The Contractor shall assist PhilSCA in conducting at least once every (3) months drills involving all emergency procedures (Fire-Fighting, first aid, earthquake drills, evacuation drills, crowd disturbance management) Drill shall be evaluated by the Head CSSO.</p>	
	<p>22. The Contractor at No instance shall the contractor deploy trainees.</p>	
	<p>23. During Saturdays, Sundays, and holidays (special or regular) only five (5) security personnel are required to be deployed in the Main Campus- Pasay City per shift.</p> <p>1st shift = 6:00 am to 6:00 pm 2nd shift = 6:00 pm to 6:00 am</p> <p>Consist of the Detachment Commander and four (4) security guards. 12 hrs/duty per guard</p> <p>There must be at least one security personnel who is well trained in CCTV operation for VAB campus only.</p>	
	<p>24. The Contractor shall not allow any security personnel to render duty more than twelve hours. Violation of the requirement shall be sufficient ground for termination of the contract.</p>	
	<p>25. Strictly No subcontracting is allowed.</p>	
	<p>26. The Contractor shall inspect all security post at all times in all the campuses to ensure the quality of security service is maintained in a high quality required by PhilSCA. A written report shall be submitted by the contractor every week to Head CSSO.</p>	
	<p>27. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the Contractor to the PhilSCA within twenty four (24) hours from its occurrence.</p>	
	<p>28. In case of emergency, such as outbreak of fire, occurrence of earthquakes</p>	

	<p>and riots, the Contractor shall provide the PhilSCA with a contingent of three (3) or more security guards on reserve duty to augment and reinforce the security force thereat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency.</p>	
	<p>29. It shall provide this Office proof of remittances of all monthly mandatory contributions to the proper government agencies of all the Security Guards to be submitted together with the agency's monthly billing statement for this office. Failure to provide proof of the same may cause the delay of the processing of the payment.</p>	
	<p>30. It is agreed that in order to have an assurance that salaries of the security guards assigned by the Security Service Contractor were paid on time, PhilSCA requires the Security Service Contractor to present a certified photocopy of the signed payroll of the security guards assigned to PhilSCA covering the preceding half-month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions.</p>	
	<p>31. The security contractor will adopt any minimum wage increased as dictated by law. The provider will request adjustment of salary to PhilSCA in compliance as stipulated by law. PhilSCA will process the salary adjustment upon the approval of the Board of Trustees.</p> <p>Should there be any increase or adjustment in wage or mandated benefits (SSS, HDMF/PAGIBIG/PhilHealth) in favor of the assigned security personnel, subsequently to the execution of the Contract, pursuant to a law, executive order, decree or wage order, the Security Agency shall inform PhilSCA in writing to allow the</p>	

	<p>latter to undertake appropriate measures to address the same before its implementation. However, special non-working holidays proclaimed through executive orders shall entitle the Security Agency to automatic rate adjustment to its affected assigned guards.</p>	
	<p>32. It shall not during the existence of its services or anytime thereafter disclose to any person or entity any information concerning the affairs of PhilSCA which the agency may have acquired by reason of its services.</p>	
	<p>33. The Security Services Provider will provide, maintain, and deploy a sufficient number of efficient, well-trained, experienced and trustworthy security personnel for security services daily, including Saturdays, Sundays, legal and special holidays (local and national) for the protection and security of the rights and interests, premises, office, buildings, furniture, equipment and other facilities of the Philippine State College of Aeronautics and all its campuses: (1) Villamor, Pasay City Campus, (2) FAB, Lipa City Campus, (3) BAB, Floridablanca, Pampanga Campus, (4) Palmayo, Pampanga Campus, (5) MBEAB, Mactan Cebu Campus and (6) Medellin Cebu Campus against theft, pilferage, robbery, arson and other unlawful acts that may be committed against the latter as well as its personnel and visitors while in the premises;</p>	
	<p>34. The number of guards that the Security Services Provider shall provide will be as follows:</p> <p>a) PhilSCA-Villamor Campus, Pasay City 14 = Security guards (12hrs duty/day) 1 = Detachment Commander (12 hrs duty/day) 1 = Shift-in- Charge (12 hrs duty/day)</p> <p>b) PhilSCA-FAB Campus, Lipa, Batangas City 2 = security guards (12 hrs duty/day)</p>	

	<p>c) PhilSCA-BAB Campus, Floridablanca, Pampanga 2 = security guards (12 hrs duty/day)</p> <p>d) PhilSCA-Palmayo Campus, Pampanga 4 = security guards (12 hrs duty/day)</p> <p>e) PhilSCA-MBEAB Campus, Mactan, Cebu = 3 security guards (12 hrs duty/day)</p> <p>f) PhilSCA-Medellin Campus, Cebu = 4 security guards (12 hrs duty/day)</p> <p>Summary:</p> <p>1 = Detachment Commander (Main campus)</p> <p>1 = Shift-in-Command (Main Campus)</p> <p>29 = Security guards (Distributed in the Campuses)</p> <p>The schedule of deployment and work shift shall be upon request of the PhilSCA.</p>	
	<p>35. The number of security guards may be subsequently increased or decreased as may be determined by PhilSCA depending upon the circumstances, at the same service rate, and under the same terms and conditions stipulated in this Contract, and upon the written request of PhilSCA. It is understood and agreed upon that the guards assigned by the Security Services Provider shall possess the qualifications required in Republic Act No. 5487 and the Implementing Rules and Regulations of the Philippine National Police (PNP);</p> <p>Basic Qualification for Detachment Commander:</p> <ol style="list-style-type: none"> 1. Must be a licensed Security Officer; 2. Must be a Certified Security Professional; 	

<p>3. Must have at least five (5) years of experience in the operation of a security detachment with man power complement of not less than 25 guards;</p> <p>4. Must not be over fifty-five (55) years of age;</p> <p>5. Filipino citizen;</p> <p>6. Physically and mentally fit;</p> <p>7. College level preferably BS Criminology or Graduate of any Bachelor's Degree. Should either be a former officer of the AFP or the PNP or have undergone any of equivalent military officer's training such as Security Officer Course with corresponding certificate and diploma;</p> <p>8. Minimum height must be 5'6" and minimum weight must be 140 lbs;</p> <p>9. Good knowledge in report preparation and monitoring of the CCTV;</p> <p>10. Good in oral and written English communication</p> <p>Training Required:</p> <p>1. Must be a Certified as Campus Security and Safety Management Specialist;</p> <p>2. Must be trained for Schools/Business establishments.</p> <p>3. Preferably have undergone relevant training on the following but not limited to:</p> <ul style="list-style-type: none"> • Anti-Terrorism • Basic of Safety/Fire Prevention • Basic Life Support/First Aid Course • Self Defense • Firearms handling and safety • Bomb threat management • Risk management and General emergency procedures • Basic Gender and Development (GAD) Orientation • Anti-Sexual Harassment (RA 7877) <p>Basic Qualification for Security Guards:</p> <p>Basic Qualification:</p> <p>1. Filipino Citizen;</p> <p>2. Preferably those who have completed 72 units of college education;</p> <p>3. Must possess a valid security license as of bidding date and during their tour of duty;</p>	
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	<p>4. With at least three (3) years of experience as security guard;</p> <p>5. Must be trained for Schools/Business establishments.</p> <p>6. Good in oral and written English communication;</p> <p>7. Physically and mentally fit;</p> <p>8. 20 to 55 years old:</p> <p>9. Male guards: Minimum height: 5'5" Minimum weight: 130 lbs</p> <p>Female guards: Minimum height: 5'0" Minimum weight: 100 lbs</p> <p>10. Undergone pre-licensing training course</p> <p>11. With good knowledge in incident report preparation.</p>	
	<p>36. The Security Services Provider shall provide the necessary firearms and ammunition with adequate licenses and permits to carry and possess from appropriate government agencies and see to it that, when security personnel are on duty, they are in prescribed uniform with complete paraphernalia. Each assigned guard is cleared of any derogatory record by the NBI, DILG, PNP and has passed Neuro-Psycho and drug tests, and have undergone quarterly firearms familiarization, firing and other trainings;</p> <p>a) PhilSCA-Villamor Campus, Pasay City = 4 units of 12 gauge box magazine feed shotgun with two extra magazine per unit; and = 4 units of High Capacity Caliber 9mm Pistol with extra magazine per unit</p> <p>b) PhilSCA-FAB Campus, Lipa, Batangas City = 1 unit of High Capacity Caliber 9mm Pistol with extra magazine</p> <p>c) PhilSCA-BAB Campus and Palmayo Campus, Pampanga = 1 unit of 12 gauge box magazine feed shotgun with two extra magazine per unit</p>	

	<p>= 1 unit of High Capacity Caliber 9mm Pistol with extra magazine per unit</p> <p>d) PhilSCA-MBEAB and PhilSCA Medellin Campus, Cebu = 1 unit of 12 gauge box magazine feed shotgun with two extra magazine per unit = 3 units of High Capacity Caliber 9mm Pistol with extra magazine per unit</p> <p>Firearms Specifications</p> <p>Pistol = 9MM high capacity with extra magazine each unit</p> <p>Shotgun = 12 gauge box magazine feed (preferably shooters arms SAS12) with two extra magazine each unit)</p>	
	<p>37. The Security Services Provider shall provide a standby vehicle upon request for PhilSCA Main Campus only, Pasay City. The Security Services Provider, at its own expense shall provide each assigned guard with the following equipment:</p> <ul style="list-style-type: none"> a) Service Firearm with Ammunitions; b) Shotgun with ammunition; c) Portable radio sets; d) Metal detector with batteries (1 unit per pedestrian gates); e) Flashlight f) Nightstick; g) Handcuffs; h) Whistle; i) Rain boots; j) Large umbrellas; k) Reflectorized vest; l) Heavy duty rain coats; m) First aid kits; and <p>Additional Equipment:</p> <ul style="list-style-type: none"> a. Two units of Spine Boards with head immobilization b. Hard hats for all security personnel c. Traffic high visibility apparel (neon green with CSSO printed or stitched at the back) d. Trauma bag – all campuses <ul style="list-style-type: none"> •Adhesive bandages assorted size 	

	<ul style="list-style-type: none"> •Eye pad, 2 pcs •15 pcs Gauze Pads, 2” x 2” •10 pcs Gauze Pads, 3” x 3” •2 pcs large Trauma Dressing 4’ x 4” •2 pcs adhesive tape ½” x 10 yds •1 pc adhesive tape 11” x 10 yds •1 pc Gauze Roll Bandages 4” •1 pc Gauze Roll Bandages 3” •1 pc Cohesive Bandage 3” •Elastic bandage 4” •Elastic bandage 3” •Elastic bandage 2” •2 pcs bandage roll •2 pcs triangular bandage 40” •Cold pack small •Emergency blanket •Triple antibiotic ointment •20 pcs Betadine (povidone prep pads-antiseptic) •1 pack Betadine (povidone swabs-antiseptic) •10 pcs cotton tip applicator •20 pcs alcohol towerlettes pred pads •5 sets Facemask and clean gloves •Plastic Goggles •Trauma scissors •Bandage scissors, stainless steel small •Kelly straight forceps •Splinter forceps •Pen light •Flexible thermometer •CPR key •BP app with steth •C-Collar •4 pcs tonguee depressor/finger splint a)First Aid Kits for individual guards must contain at least: <ul style="list-style-type: none"> •1 pc surgical tape •4pcs plaster strips (wash proof) •1 pc elastic bandage •4 pcs gauze pad, 2x2 •1 pc providine Iodine •4 pcs alcohol pad •1 pack alcohol pad •1 pack cotton buds •4 antiseptic cleansing wipes 	
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	<ul style="list-style-type: none"> •1 pc ammonia 15ml •2 pair of surgical gloves •2 pcs of surgical mask <p>e. High intensity portable flood light 2 units for VAB-Campus 1 unit for other campuses</p> <p>f. Under chassis mirror 3 units for VAB Campus 1 unit per vehicle entrance and exits gates for other campuses</p> <p>g. Firearm vault 1 unit per campus that can store all the firearms in each campus.</p> <p>h. Megaphones 1 unit per campus</p> <p>i. Mobile phone 1 unit per campus</p> <p>j. Radio transceiver and Base radio transceiver (VHF/UHF band)</p> <p>Distribution: Villamor Campus: 1 unit Base Transceiver 9 units portable Transceiver <i>-Gate 1, Gate 2, Gate 3, Lobby, Detachment Commander, Roving guard, Head CSSO, standby unit</i> FAB Campus: 2 units portable Transceiver</p> <p>BAB Campus: 4 units portable Transceiver</p> <p>MBEAB Campus: 3 units portable Transceiver</p> <p>k. Shall provide their own logbook throughout the implementation of the contract and must turn-over the log-book to PhilSCA</p>	
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	<p>l. Close Circuit Camera System for PhilSCA-VAB Campus only) =CCTV System, 48 channels, minimum specification of 4 megapixel camera with 30 days retention period, with 2 units 32” monitor, 2 units DVR with 32 channels.</p> <p>m. Uniform Requirements Security Officers/ Shift-in-Charge = <i>shall be compliant to RULE VII of the RA5487 IRR</i></p> <p>Special Uniforms: Night duties, weekend and Heighten Security Alerts = <i>Blue fatigue uniform and combat boots.</i></p> <p>Special Occasions: <i>Blue T-Shirt design prescribe by PNP SOSIA, Service trouser, service shoes</i></p>	
	<p>38. THAT it is expressly understood and agreed that PhilSCA shall not be held liable nor responsible for any claim whatsoever for the personal injury or damage including death, either to any of the third persons where such injury or death arises out of or in the course of the lawful performance of security functions of the guards provided by the Security Services Provider. In the event that PhilSCA is made liable by the Court, Workmen’s Compensation Commission or by any government agency, the Security Services Provider shall reimburse PhilSCA for the cost thereof.</p>	
	<p>39. The Security Services Provider shall be solely answerable for all claims/benefits that may be made by the guards or their heirs in connection with their employment;</p>	
	<p>40. The Security Services Provider shall provide benefits and salaries not below the Philippine Association of Detective and Protection Agency Organization (PADPAO) rates. And that the Agency shall issue standard pay slips to the guards</p>	

	<p>bearing the authorized signatures showing in detail all deductions made every payday of every month thereof;</p> <p>The Service Agreement shall also include the following provisions, pursuant to DOLE D.O. No. 150-16, series of 2016:</p> <p>A. A standard administrative fee of not less than twenty percent (20%) of the total contract cost;</p> <p>B. An “automatic crediting provision” which shall immediately give effect to the common provision of wage orders that prescribed increases in wage rates and other wage-related benefits of security guards and other private security personnel shall be borne by the principals or clients off the SSC/PSAs and the Service Agreement shall be deemed amended accordingly;</p> <p>C. An undertaking that the expenses for any training required by the principal or other government instrumentalities, in addition to those required by the PNP, shall be shouldered by the principal.</p>	
	<p>41. The Security Services Provider shall be exclusively responsible for the enforcement of compliance with the Labor Laws pertaining to the rules and regulations governing employer-employee relationship and other applicable laws, rules and regulations relating to the operation, management and conduct of Security Agencies.</p>	
	<p>42. The Security Service Contractor (SSC)/Private Security Agency (PSA) shall directly remit monthly the employer’s share and employee’s contribution to the Social Security System (SSS), Employee’s Compensation Commission (EEC), Philippine Health Insurance Corporation (PhilHealth), and Home Development Mutual Fund (Pag IBIG) and shall submit to PhilSCA proof of remittance supported by statements of billing of SSS, HDMF, and PHILHEALTH, other statutory benefits including loan amortizations deducted from</p>	

	the Security Guards' salaries, every month thereof;	
	43. The Security Services Provider shall exempt and protect PhilSCA from any liability arising from the non-observance of the law and regulations referred to in the preceding paragraph, and/or whatever claims, cases either administrative, civil or criminal, arising from non-compliance with other laws or the provisions of the Contract	
	<p>44. Additional terms and conditions:</p> <p>a) Security guards on post assignments and on tour of duties shall be in their full prescribed uniforms during office hours, and type "B" uniforms during non- office hours with fully prescribed uniforms on hand to be used as the need arises;</p> <p>b) Shall record all incoming and outgoing official equipment, supplies and materials, and keep all file copies of duly approved gate passes. A written report shall be furnished to the Head of GSD (for gate passes) and Supply Officer (official equipment, supplies and materials) concerned within twenty-four (24) hours;</p> <p>c) All incoming and outgoing PhilSCA and non-PhilSCA vehicles should be properly recorded;</p> <p>d) All visitors shall be allowed entry in the office premises only upon proper identification and registration in the logbook;</p> <p>e) Shall report immediately all or any untoward incident within their post of assignment and tour of duties to the Office of the Dean of Student Affairs (for student-related concerns) or to the Office of Director for Administrative Services (for personnel-related concerns). A police report shall be</p>	

	<p>attached to the Security Report, to be submitted;</p> <p>f) The Senior Head Guard shall conduct regular and unannounced periodic inspection of security guards on duty, particularly during <u>the night shifts</u>.</p>	
	<p>45. The Security Services Provider shall post a Performance Security in favor of PhilSCA in any of the following forms:</p> <p>a) Cash, certified check, cashier's check Manager's Check, Bank Draft or Irrevocable letter of Credit Five Percent (5%)</p> <p>b) Bank Guarantee Five Percent (5%)</p> <p>c) Surety Bond Thirty Percent (30%)</p>	
	<p>45. The security guards posted shall maintain the duly verified daily time records using the bundy clock provided by the Security Services Provider, which shall support the claim of the Security Services Provider for payment of services rendered.</p>	
	<p>47. PhilSCA is authorized to conduct inspection of the guard on post at its convenience during the guard's tour of duty and report any adverse actuation to Security Services Provider for appropriate action;</p>	
	<p>48. PhilSCA shall seek the authority of the Security Services Provider in cases of necessity for a guard to escort cash or valuables to and from any destination within the country for which a Mission Order shall be issued by the Security Services Provider;</p>	
	<p>49. This CONTRACT shall take effect on September 1, 2023 until December 31, 2023, unless sooner terminated in accordance with the provisions thereof. After the expiration of this CONTRACT and no new contract has been made or</p>	

	<p>issued by PhilSCA or that the result of the bidding is not yet issued if one is conducted, this CONTRACT shall be deemed extended on a month-to-month basis until such period as may be allowed by law, rules and regulations.</p>	
	<p>50. Billing and Submission of Documents. Every 16th day of the month, the Security Agency shall submit to PhilSCA its billing statement, together with the daily time records (DTRs), copies of payroll, photocopies of remittances (official receipts) to SSS, PAGIBIG, PhilHealth, and other state insurance contributions of all security personnel assigned to PhilSCA. Should the agency fail to submit these requirements, PhilSCA shall withhold the payment for the current billing period until its compliance therewith.</p>	
	<p>51. Liabilities for Losses and Damages. The Security Agency shall be responsible for any loss or damage that may be incurred by its security personnel. PhilSCA may suspend or withhold whatever contract payments may be due to the Security Agency should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage shall have been fully paid, restituted or repaired by the Agency or go after the Performance Bond set forth in this Contract. Likewise, PhilSCA has the option to demand payment for the replacement value of lost properties or its replacement by another, which should be at least substantially in the same condition as the lost properties.</p>	
	<p>52. The security agency will rent a room(s) in the PhilSCA Guestel to house their security personnel. The monthly rental payment will be shouldered by the agency. Water and electricity consumption will be paid by the security personnel occupying the room. The cost of monthly rental is to be determined by the IGP Office of the College.</p>	

	<p>53. PhilSCA reserves the right to terminate this CONTRACT for any cause or reason upon thirty (30) days prior notice, or if the Security Services Provider wishes to terminate the CONTRACT, it may do so only upon sixty (60) days' notice. Provided, that in case of litigation arising from or in connection with this contract, the parties agree that the proper venue shall be the regular courts at the City of Pasay.</p>	
	<p>54. In case any provision or stipulation hereof is declared invalid, null and void or contrary to law, rules and regulations, the unaffected portion shall remain valid and effective.</p>	
	<p>55. Extension Clause. Extension of the Contract is subject to the provisions of R.A. 9184 and its 2016 IRR. The extended term automatically terminate upon the effectivity of the new contract.</p>	
	<p>56. Bidders are hereby instructed to use 394.40 for their bid computation of the number of working days per year.</p>	
	<p>57. Bidders are instructed to use the 2022 rate for PhilHealth contributions.</p>	
	<p>58. Bidders are instructed that the admin cost must not be lower than 20% of their bid or the contract cost, otherwise the bidder will be automatically disqualified.</p>	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

or

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

Class “B” Documents

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

or

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

Other Requirements:

1. Compliance to Additional Set of Technical Parameters under the Guidelines on the Procurement of Security and Janitorial Services:

a. Stability (Years of Experience, Liquidity of the Contractor, Organizational Set-Up)

b. Resources (No. of Licensed Firearms, Number and Kind of Communication Devices, Number and Kind of Motor-Powered Vehicles, Number of Licensed Guards)-*list only*

c. Security Plan (Villamor, Lipa and Palmayo Campus)

d. Other Factors (Recruitment and Selection Criteria, Completeness of Uniforms and other Paraphernalia)

2. Updated Clearances or Proof of Remittances (January 2023 to June 2023) (*either of the two*)

a. SSS Remittances

b. PAGIBIG Remittances

c. PhilHealth Remittances

3. List of applicable regions of Latest PADPAO Rates

4. Certification of no pending case from SOSIA.

5. Photocopy of official receipt for the purchase of bidding documents;

6. Photocopy of downloaded Supplemental Bid Bulletin issued/posted in PhilGEPS website

Reminder: Bidders are requested to bring *flash drive* containing e-copies of all submitted documents for the opening of bids (all eligibility, technical, financial documents and all other requirements).

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- (n) Original of duly signed and accomplished Price Schedule(s).

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

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

Section IX. Required Forms

APPENDIX "1"

Bid Form for the Procurement of Goods

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 and Purpose of Commission or gratuity

(if none, state "None")]

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

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

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: _____

For Goods Offered From Within the Philippines

Name of Bidder _____ Invitation to Bid³ Number ____ Page of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign Bid for and on behalf of _____

³ If ADB, JICA and WB funded projects, use IFB.

Statement of Single Largest Completed Contract which is similar in nature

Business Name : _____

Business Address : _____

**End User's
Acceptance**

Name of Contract Date of	Contract Kinds of Good	Amount of Contract Date of	Delivery or Official Receipt(s)	Issued for <u>the</u> <u>Contract</u>
---	---------------------------------------	---	--	--

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a) State the single largest completed contract (government or private) within two (2) years prior to bid opening.

**List of all Ongoing Government & Private Contracts including Contracts
awarded but not yet started**

Business Name : _____

Business Address : _____

	Amount of
Name of Contract	
Date of Contract	
	<u>Government</u>
	Kinds of Good
	Contract/Value of
	Outstanding <u>Contract</u>
	Date of Delivery
<u>Private</u>	

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid). b) If there is no on-going contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the on-going and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Bid Securing Declaration Form

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]

NFCC COMPUTATION FORMAT

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

YEAR 20_____

- A Total Assets
- B Current Assets
- C Total Liabilities
- D Current Liabilities
- E Net Worth (A-C)
- F Net Working Capital (B-D)

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

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P_____

K = 15

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped “RECEIVED” by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Supplier/Distributor/Manufacturer Signature
of Authorized Representative

Date : _____

Note: If partnership or Joint Venture, each partner or member firm of Joint Venture shall submit the above requirements.

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;

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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**

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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.

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[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]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

