



National Development Company

**BIDDING DOCUMENTS
FOR THE PUBLIC BIDDING OF THE
PROCUREMENT OF ONE (1) YEAR
SUPPLY OF SECURITY SERVICES FOR
THE KAMAYAN REALTY
CORPORATION (KRC)**

**PROJECT REFERENCE NO:
MR22-03-030**

**APPROVED BUDGET:
₱ 1,358,645.00**

NDC Building, 116 Tordesillas Street
Salcedo Village, Makati City

**Sixth Edition
July 2020**



Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

National Development Company

INVITATION TO BID FOR THE PROCUREMENT OF ONE (1) YEAR SECURITY SERVICES FOR THE KAMAYAN REALTY CORPORATION (KRC)

1. The National Development Company (NDC) through the Approved Corporate Budget for 2022 of the KRC intends to apply the sum of One Million Three Hundred Fifty-Eight Thousand Six Hundred Forty-Five Pesos (₱1,358,645.00) being the ABC to payments under the contract for KRC/MR No. 2022-03-030. Bids received in excess of the ABC shall be automatically rejected at bid opening.

NDC, through the Approved Corporate Budget for 2022 of KRC intends to apply the sum of One Million Three Hundred Fifty-Eight Thousand Six Hundred Forty-Five Pesos (₱1,358,645.00) for the provision of manpower for Security Services including the provision of equipment to be used by the security personnel for KRC's vacant lands located at the following:

- (1) M. J. Cuenco Street, Brgy. Mabolo, Cebu City; and
- (2) Lakandula Drive, Gogon, Legazpi City,

being the ABC to payments under the contract. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. NDC now invites bids for the above Procurement Project. Delivery of Security Services is for one (1) year from receipt of Notice to Proceed. Bidders should have completed, within the past five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 NDC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the 7th Floor NDC Building, 116 Tordesillas St., Salcedo Village, Makati City from 9:00 am to 4:00 pm on April 5-28, 2022 and from 8:00 am to 9:00 am on April 29, 2022.
5. A complete set of Bidding Documents may be acquired by interested Bidders following the same schedule for the inspection of Bidding Documents from the stated address 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)

to the NDC Cashier located at the 7th Floor of NDC Building. The method of payment will be cash.

The bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the NDC, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. NDC will hold a Pre-Bid Conference¹ on April 18, 2022, 10:00 am at the ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City and/or through video conferencing or webcasting via zoom application which shall be open to prospective bidders.
7. Bids must be duly registered with the BAC Secretariat at the 7th Floor NDC Building, 116 Tordesillas St., Salcedo Village, Makati City, prior to dropping their bids, on or before 9:00 am on April 29, 2022 (7th Floor NDC Clock). Late bids shall not be accepted.
8. Bid opening shall be at 10:00 am on April 29, 2022 at ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. After the Bid Opening, a detailed evaluation of the financial component of the eligible bid/s shall be conducted to determine the Single or Lowest Calculated Bid (SCB or LCB). Only the bidder with the SCB or LCB shall be notified to submit post-qualification documents within five (5) calendar days from receipt of the notice from the NDC BAC.
9. All particulars relative to the bidding shall be governed by the pertinent provisions and Implementing Rules and Regulations of R. A. 9184.
10. NDC 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. All prospective bidders shall also submit scanned copy (in usb), in pdf format and password protected all the copies of their submitted documents (Eligibility, Technical and Financial) for file sharing to BAC members online. Submitted scanned copies of the documents must be identical to the submitted hard copies. Discrepancy to the submitted pdf copies and hard copies might lead to disqualification. Password will be disclosed by the bidder during the eligibility check and opening of bids.
12. For further information, please refer to:
Johnierey A. Cueto
Head, BAC Secretariat
National Development Company
7th Floor, NDC Building, 116 Tordesillas St.
Tel. Nos.: (02) 840-4838 to 47 loc. 232
E-mail Address: **jacueto@ndc.gov.ph**

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Fax No.: (02) 840-4862

13. You may visit the following website:

For downloading of Bidding Documents: <https://www.ndc.gov.ph>

April 5, 2022

SIGNED
AGM SATURNINO H. MEJIA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, NDC wishes to receive Bids for the Procurement of One (1) Year Security Services for the Kamayan Realty Corporation (KRC) with identification number MR22-03-030.

The Procurement Project (referred to herein as “Project”) is composed of One (1) lot of Security Services, 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 2022 in the amount of One Million Three Hundred Fifty-Eight Thousand Six Hundred Forty-Five Pesos (₱1,358,645.00).

2.2. The source of funding is: GOCC and GFIs, the proposed Corporate Operating Budget.

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 exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- a. 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:

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.
- 5.5 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

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

6. Origin of Goods

- 6.1. Unless otherwise indicated in the **BDS**, there is no restriction on the origin of GOODS other than those prohibited by a decision of the United Nations Security

Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 1)27.1.

7. Subcontracts

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the past 5 years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial 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: 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**.
- 14.2. The Bid and bid security shall be valid until August 27, 2022 (Saturday). 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.

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.

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:

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 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in ITB clauses 5, 12, and 13.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 20.3 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the Head of Procuring Entity the award of contract to the said Bidder at its submitted price, whichever is lower.

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.
- 21.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 21.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the BDS.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is National Development Company (NDC) for the Kamayan Realty Corporation (KRC)
1.2	<p>The name of the Contract is Procurement for One (1) Year Security Services for the Kamayan Realty Corporation (KRC)</p> <p>The identification number of the Contract is Project Reference No. MR22-03-030.</p> <p>The bidding shall be considered as one (1) lot.</p>
2.1	<p>The funding source is:</p> <p>The Corporate Operating Budget for the year 2022 of KRC in the amount of: <u>One Million Three Hundred Fifty-Eight Thousand Six Hundred Forty-Five Pesos (₱1,358,645.00)</u></p>
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Procurement of Security Services for public and private sectors. b. completed within the past five (5) years prior to the deadline for the submission and receipt of bids.
5.5	<p>The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:</p> <p style="text-align: center;">NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</p> <p>The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.</p>
7.1	Subcontracting is not allowed.
8	NDC BAC will hold a Pre-Bid Conference on <u>April 18, 2022, 10:00 am</u> at the ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City and/or through video conferencing or webcasting via zoom application which shall be open to prospective bidder.
10.1	<p>Pursuant to GPPB Circular 03-2016 dated October 27, 2016:</p> <p>For 12.1(a)(i) the Bidder shall submit a valid PhilGEPS Certificate of Registration of Membership under Platinum category - (Platinum Membership) in lieu of their Class "A" Documents uploaded and maintained</p>

	<p>current and updated in the PhilGEPS pursuant to Section 8.5.2 of the 2016 Revised IRR of RA 9184.</p> <p>The Bidder shall also submit the Document “Annex A” which forms part of the Certificate of Platinum Membership being submitted.</p>
10.2	<p>Statement of All On-Going 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.</p> <p>Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be equivalent to at least fifty percent (50%) of the ABC.</p> <p>The Bidder shall attach certified true copy of <u>Certificate of Satisfactory Completion</u> issued by the client for the SLCC listed in the Statement of SLCC.</p>
11.1	<p>Include detailed computation of bid using format in Section VIII (Checklist of Technical and Financial Documents) for the Procurement for One (1) Year Security Services for the Kamayan Realty Corporation (KRC).</p> <p>Bidders must also provide a soft copy of the Detailed Financial Bid in Microsoft Excel format showing the formula used in the computation of the costs. USB containing the soft copy of the detailed financial bid should be enclosed in the Financial Component Envelope.</p>
12.1	<p>Bid prices shall be fixed, except for the following:</p> <ol style="list-style-type: none"> 1. increase in minimum daily wage pursuant to law or new wage order; and 2. increase in applicable taxes, if any. <p>Adjustable price quotation shall be treated as non-responsive and shall be rejected.</p>
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> <ol style="list-style-type: none"> a. The amount of not less than Twenty-Seven Thousand One Hundred Seventy-Two Pesos & 90/100 (₱27,172.90) [2% of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Sixty-Seven Thousand Nine Hundred Thirty Pesos & 25/100 (₱67,932.25) [5% of ABC] if bid security is in Surety Bond, callable upon demand.
14.2	<p>The bid security shall be valid until August 27, 2022 (Saturday).</p>
15.0	<p>Each bidder shall submit in one envelop the following:</p>

	<p>a) one (1) Original or Certified True Copy, b) two (2) copies of the first and second components of its bid and c) USB containing the PDF copy, password protected, of the Original Documents.</p> <p>The original copy of the documents which cannot be submitted should be stamped and signed as “Certified True Copy of the Original” by the duly authorized representative of the bidder.</p>
19.1	Bid modification is allowed to correct computational errors and omissions.
19.2	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
19.3	The project will be awarded in one (1) lot.
20.2	<p>A. 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 LCB, the Bidder shall submit the following documentary requirements:</p> <ol style="list-style-type: none"> 1. Documents listed in “Annex A” of the Certificate of PhilGEPs registration; 2. Latest Income and business tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (eFPS) - within the last six (6) months preceding the date of bid submission; and 3. An Undertaking duly signed by an authorized representative and notarized, stating to submit the appropriate licenses and permits as required by law. <p>B. Certified True Copy signed by the BIR with documentary stamps of Item A.2. above to be submitted within seven (7) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB.</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</p> <p>C. Additional documents to be submitted during the site inspection:</p> <p>- Latest Clearances from the following agencies:</p> <ol style="list-style-type: none"> 1. Social Security System 2. State Insurance / ECC <ol style="list-style-type: none"> a. PhilHealth b. HDMF

20.3	In case of two or more bidders are determined and declared as the Lowest calculated Responsive Bidder (LCRB) or Highest Rated Responsive Bidder (HRRB), the BAC will adopt the GPPB Circular No. 06-2005 dated August 5, 2005. The procuring entity shall use the “draw lots system” to break the tie.
21.2	<ul style="list-style-type: none"> a. List of personnel to be assigned with their complete qualifications and experience data; b. List of communication equipment to be assigned with a copy of valid license/s from NTC; and c. List of firearms to be assigned with a copy of valid licenses from PNP-FED

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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>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 at the Project Sites defined in Section VI. Schedule of Requirements. 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 Ms. Lilia L. Arce, <i>President of KRC</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> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. Other incidental service requirements, as needed. <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>

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for the period of this contract.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination

	<p>Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>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 Supplier’s 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	Terms of Payment are as follows:

Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but shall not exceed five percent (5%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 5.

The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to provision is **GCC** Clause 1, and upon fulfillment of the obligations stipulated in this contract.

The currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

Partial payment is not allowed.

4	No further instructions.
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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.

1. Deployment Details:

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1 lot	Provision of security services for the Kamayan Realty Corporation (KRC):		₱1,358,645.00	1-year contract
	a. M. J. Cuenco Street, Brgy. Mabolo, Cebu City = 9,767 sqm	3 guards		8 hours/shift
	b. Lakandula Drive, Brgy. Gogon, Legazpi City = 11,996 sqm	2 guards		12 hours/shift

2. Provision for each detailed guard with service uniform, fire arm, (as the situation warrant), equipment and other paraphernalia such as flashlights and first-aid kits, when actually on post, as prescribed by pertinent laws and regulations.

I shall comply with and deliver, within the period specified, all the above requirements upon receipt of Notice to Proceed.

Name of Company/Bidder	Signature over Printed Name of Bidder	Date
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Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	<p>Qualifications of Security Personnel to be assigned at KRC:</p> <ul style="list-style-type: none"> a. Must be of good moral character and must not have been convicted of any crime; b. Must be physically and mentally fit; c. Must have at least 2 years college education or its equivalent; d. Must at least be 5’2” for female and 5’4” for male in height; 	<p><i>Bidder 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>e. Must be duly licensed, bonded, highly trained and experienced on security functions;</p> <p>f. Must have passed the neuro-psychiatric and standard drug tests.</p>	
2	Provide security services to KRC for one (1) year to safeguard and protect the property from trespass, assault or other unlawful and destructive acts by strangers or any person.	
3	<p>Provide the KRC with qualified, licensed, bonded, uniformed, highly trained security guards, who shall guard and protect the properties as described in Section VI. Schedule of Requirements above including Saturdays, Sundays and holidays.</p> <p>The guards should likewise possess the qualifications prescribed in Republic Act No. 5487, as amended by Presidential Decree 11-A dated January 17, 1973, entitled “An Act to Regulate the Organization and Operation of Private Detective, Watchman or Security Guard Agencies.”</p>	
4	Post separate performance securities for each property location in accordance with the schedule prescribed in Section 39.2 of the Revised Implementing Rules and Regulations of RA 9184.	
5	Equip each detailed guard with service uniform, fire arm, (as the situation warrant), equipment and other paraphernalia such as flashlights and first-aid kits, when	

	actually on post, as prescribed by pertinent laws and regulations.	
6	Prevent entry of unauthorized persons in the area, and if this cannot be done peacefully, it is within the guards' normal duty to report the same to the authorities for proper action.	
7	Pay the salaries of guards in accordance with existing PADPAO rates.	
8	Ensure that all guards shall follow the rules and regulations which the KRC may, from time to time, issue.	
9	Discipline, supervise and control its security guards in accordance with RA 5487, as amended.	
10	Replace any guards within seventy-two (72) hours upon request by KRC in writing due to, but not limited to, unsatisfactory performance.	
11	Comply with the provisions of all pertinent laws such as, but not limited to, the Labor Code, latest DOLE Department Order No. 174, Series of 2017 or DOLE Mandatory Registration as Legitimate Security Service Contractor, Living Allowance, 13th Month Pay, PD No. 351, Minimum Wage Law, PhilHealth, Social Security Law and the Employees Compensation Act. It is understood that the winning bidder is an independent contractor and therefore, there is no employer-employee relationship between the KRC on one hand, and the guards on the other.	

	Submit the latest proof of payment for SSS, Philhealth and Pag-ibig.	
12	Submit a bi-monthly report to the KRC regarding the manner the security agency rendered security protection to the KRC. The winning bidder shall at all times, maintain a Daily Logbook in all guard posts where daily events are entered which shall be available for inspection by any authorized personnel of the KRC.	
13	Submit to KRC the bio-data of its candidates. KRC reserves the right to approve the selection of the security force to be assigned before they are actually posted. KRC also reserves the right to recommend security guards known for their integrity, honesty and dedication to service. Similarly, the winning bidder shall provide the KRC with the result of neuro-psychiatric and medical examinations and the current NBI clearance and licenses of all its personnel to be assigned in the KRC.	
14	Provide its assigned personnel with training and/or re-training as required by the Philippine National Police and furnish the KRC with certificates of successful completion of such training and/or re-training of said personnel.	
15	Hold KRC free from any claim arising out of personal injury, death, unpaid wages/benefits or for damages caused by the guard or to himself, or to others, whether or not the same arose out of or in the performance of duties. In the event that KRC shall be liable arising from failure of the winning	

	bidder to act immediately on any of the above claims for which the winning bidder is liable under the law, KRC shall be entitled to deduct any and all amount that it may have been called upon to pay from monthly service fees due to the winning bidder.	
16	Assume full responsibility for any loss or damage to the KRC premises or of third parties received by or placed under the custody of the guards when such loss or damage is due to the fault or negligence of the guards or when such fault or negligence of the guards contributed to the cause of, or aggravated the loss or damage.	
17	The winning bidder shall conduct an inventory of the informal dwellers, if any, found within the property upon assumption of duty. Said inventory of family(ies) found in the site shall not increase in number or should be completely dispersed from the area. Violation of this condition shall be a ground for termination of the Security Contract.	
18	The winning bidder shall not allow their security guards to move-in with their families in the property subject of security contract or use the facilities for personal gain. Violation of this condition shall likewise be a ground for cancellation of the contract.	
24	Technical Parameters	
	A. Stability 1. Must have at least five (5) years of experience in the business of	

	<p>providing security services;</p> <p>2. Liquidity of the Contractor: At least equivalent to ₱1,500,000.00 (current assets minus current liabilities based on Balance sheet as of December 31, 2021);</p> <p>3. Must provide their list of officers and organizational structure.</p>	
	<p>B. Resources</p> <p>1. Minimum no. and kind of equipment as stated in Section VI. Schedule of Requirements;</p> <p>2. Minimum no. of 75 Security Guards.</p>	
	<p>C. Security Plan</p> <p>1. Policies and procedures in the implementation of the proposed security services for KRC;</p> <p>2. Contingency Plan in case of public disorder, industrial unrest, natural calamity, etc.</p> <p><u>Notes:</u></p> <p>a. Only the winning bidder shall submit the Security Plan.</p>	

	b. Every page of the Security Plan must be signed/initialed by the authorized signatory.	
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Note: The Bidder shall not only state its Statements of “Comply” or “Not Comply”, but also provide corresponding supporting evidence in the following items:

➤ Item 5

Provide KRC with a listing and copies of the license of all firearms to be used by their personnel assigned to KRC.

➤ Item 13

Submit to KRC the bio-data as well as the summary of qualifications of its candidates for evaluation.

➤ Item 11

A. Execute an Undertaking (notarized) stating that the Bidder shall pay its security guards the prescribed benefit stipulated under existing laws and DOLE Department Orders.

➤ Item 24 – Technical Parameters

A. Stability

1. Must have at least five (5) years of experience in the business of providing security services;
3. Liquidity of the Contractor: At least equivalent to ₱1,500,000.00 (current assets minus current liabilities based on the Balance Sheet as of December 31, 2021);
3. Must provide their list of officers and organizational structure.

B. Resources

1. Minimum no. and kind of equipment as stated in Section VI. Schedule of Requirements;
2. Minimum no. of 75 Security Guards.

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

II. FINANCIAL COMPONENT ENVELOPE

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

III. USB COPY IN PDF FORMAT AND PASSWORD PROTECTED OF ALL THE DOCUMENTS SUBMITTED ENCLOSED INSIDE ENVELOPE

This checklist serves only as a guide to the bidders. It is still the responsibility of each bidder to make sure it complies with the requirements.

Bidding Forms

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Bid Form

Date: _____
Invitation to Bid1 N^o: _____

The Chairperson
Bids and Awards Committee
National Development Company

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *One Year Security Services for Kamayan Realty Corporation (KRC)/Project Reference No.: MR22-03-030* in conformity with the said Bidding Documents for the sum of One Million Three Hundred Fifty-Eight Thousand Six Hundred Forty-Five Pesos (P1,358,645.00) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 as per **ITB** Clause 5 of the Bidding Documents.

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

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____.

Detailed Financial Bid for the Procurement of Security Services for KRC

PARTICULARS	CEBU	LEGAZPI CITY
Minimum Daily Wage (DW)		
No. of Hours of Daily Duty	8	12
A. Amount Payable to the Guard Month		
Monthly Average Pay		
Night Differential Pay		
13 th Month Pay		
5-day Incentive Leave		
Uniform Allowance		
COLA/CTPA		
Overtime Pay		
Subtotal		
B. Amount Due to the Government in Favor of the Guard/Month		
Retirement Benefit		
SSS Premium		
Philhealth		
State Insurance Fund		
PAG-Ibig Fund Premium		
Subtotal		
C. Total Amount to Guard and Government (A+B)		
D. Agency Fee (Administrative Overhead and Profit Margin /Month minimum of 20% of Item C)		
E. Subtotal (C+D)		
F. Total No. of Guards	3	2
G. Total (ExF)		
H. Value Added Tax (12% of Item D)		
I. Total Monthly Cost		
J. Total Annual Cost		

Note: Specifying a zero (0) or a dash (-) in the financial bid would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for (ITB 28.3a).

TOTAL: PESOS _____ **(P_____)**
(AMOUNT IN WORDS)

Submitted by:

 (Company Name)

 (Name and Signature of Bidder/Authorized Representative)

 (Designation)

 Date

CONTRACT FOR ONE (1) YEAR SECURITY SERVICES FOR KRC

[Final contract is subject to OGCC review.]

SO THE PUBLIC MAY KNOW:

This Contract for Security Services made and entered into at Makati City, Philippines, this _____ day of _____ 2022, by and between:

KAMAYAN REALTY CORPORATION, a government owned and controlled corporation, with office at the 6/F NDC Building, 116 Tordesillas St., Salcedo Village, Makati City, represented herein by its President, Lilia L. Arce, referred to as “**KRC**”

- and -

<**SECURITY AGENCY**>, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office _____, duly represented herein by its <**DESIGNATION**>, <**AGENCY REPRESENTATIVE**>, whose authority is shown by the attached Secretary’s Certificate as Annex “A” hereinafter referred to as the “**AGENCY**”;

Both together hereunder called the “**PARTIES**”.

ANTECEDENTS:

KRC owns several lots (returned sites) in various locations in the Philippines, hereinafter collectively referred to as “**PREMISE**”

KRC needs the services of a security service provider to safeguard and protect its properties from trespass, assault or other unlawful and destructive acts by strangers or any person.

These **PREMISES** are in various locations, including but not limited to:

- a. Brgy. Mabolo, Cebu City (3 guards x 8 hours/shift)
- b. Lakandula Drive, Gogon, Legazpi City (2 guards x 12 hrs/shift)

On _____ to _____, in compliance with the Government Procurement Act, R.A. 9184, NDC posted an Invitation to Bid (ITB) for the Procurement of

Security Services for One (1) Year, Project Reference No. MR22-03-030, in the Philippine Government Electronic Procurement System (PhilGEPS), NDC website, and on conspicuous places at the premises of the NDC Building.

In response to the said advertisements, (only) _____ submitted its bid.

After due evaluation of the bid submitted by _____, the Agency met the eligibility requirements and passed the preliminary examination of bids held on April 29, 2022.

After post evaluation and qualification by the Technical Working Group of the National Development Company Bids and Awards Committee (NDC BAC), the AGENCY was found to have submitted a complying and responsive bid, thus the NDC BAC accepted the AGENCY's bid of

(₱ _____), inclusive of VAT, for the supply and delivery of one (1) year security services for KRC.

The following documents are attached and made integral parts of this Contract, to wit:

- (a) the Bid Form and the Detailed Financial Bid submitted by the Bidder (Annex "B");
- (b) the Schedule of Requirements (Annex "C");
- (c) the Technical Specifications (Annex "D");
- (d) the General Conditions of the Contract (Annex "E");
- (e) the Special Conditions of the Contract (Annex "F");
- (f) the Notice of Award (Annex "G").

ACCORDINGLY, for and in consideration of the foregoing premises and the provisions of the abovementioned documents, Annex "B" to "G", hereof, the parties hereby agree as follows:

ARTICLE I
Consideration

1. KRC shall pay the AGENCY the total amount of ₱ _____ for the total duration of this contract or at a monthly rate of ₱ _____, inclusive of VAT, as "AGENCY FEE" subject to the following conditions:
 - a. The AGENCY shall deploy five (5) security guards, ("guards") and shall pay each guard in accordance with the following table:

LOCATION	NO. OF GUARDS	NO. OF HOURS DUTY	RATE/GUARD/MONTH	TOTAL RATE PER MONTH
1. Brgy. Mabolo, Cebu	3	8		
2. Lakandula Drive, Gogon, Legazpi City	2	12		

TOTAL	5			
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- b. FIFTY PERCENT (50%) of the monthly AGENCY FEE shall be payable, on the 15th day of each calendar month; and
 - c. The balance of the monthly AGENCY FEE shall be given to the AGENCY at the end of each calendar month provided the AGENCY has shown proof that SSS, Philhealth, Pag-IBIG and other contributions required by law have been accordingly remitted in favor of the guards.
2. Adjustments in the contract price may be made by mutual agreement initiated by either party by means of a written “Notice to Re-Negotiate” only under any of the following circumstances:
- a) Changes in security requirements not obtaining nor foreseen at the time of this agreement that may increase or decrease the burden of the security provider.
 - b) Changes in compensation of security guards, either by way of legislation or by lawful order of the Regional Tripartite Wage and Productivity Board, PROVIDED THAT the adjustment shall be based on published or authenticated rates and not on mere self-serving certification. Request for approval of implementation of the resulting wage adjustment shall be requested from KRC by the AGENCY. Upon approval, the AGENCY shall immediately implement the wage adjustment before collecting the resulting amount from KRC. Requests for payment of salary adjustments shall be submitted to KRC within 60 days after effectivity of the increase, otherwise the opportunity to reimburse the salary differential shall be forfeited and shall be for the account of the AGENCY.

ARTICLE II
Term of Contract

This contract shall be effective for a period of one (1) year commencing on the date of execution of this contract and upon receipt by the AGENCY of the Notice to Proceed, unless sooner terminated in accordance with the provisions herein stipulated or other causes provided for by applicable laws.

ARTICLE III
Rights of KRC

- 1. KRC shall have the right to select the security guards to be assigned at the locations mentioned in Article I hereof from a list submitted by the AGENCY.
- 2. KRC shall, for cause or no cause, have the unconditional right to require the AGENCY to replace any guard. Replacement should be effected by the AGENCY within seventy two (72) hours after receipt of KRC’s request for security guard replacement.

3. KRC shall have the right to request the reposting or reshuffling of security guards to other areas as it deems fit for the best interest of KRC.

ARTICLE IV
Obligation of the Agency

- a. The AGENCY shall, continuously and on a 24-hour basis every day, including Saturdays, Sundays, and Holidays, safeguard and protect the properties from trespass, unlawful settlers, assault or other unlawful and destructive acts by strangers or any person.
- b. The Agency shall post only personnel who possess the following qualifications:
 - a. Must be of good moral character and must not have been convicted of any crime;
 - b. Must be physically and mentally fit;
 - c. Must have at least 2 years college education or its equivalent;
 - d. Must at least be 5'2" for female and 5'4" for male in height;
 - e. Must be duly licensed, bonded and highly trained/experienced on security functions;
 - f. Must have passed the neuro-psychiatric and standard drug tests.
3. The AGENCY shall accordingly submit to KRC the credentials of each of the guards such as but not limited to:
 - a. Clearance from the Bureau of Prisons, Philippine National Police (PNP) and from the proper court and fiscals of the place where they reside, certifying that they had no criminal case filed against them or any other offense or that there is no pending criminal case against them;
 - b. Certification from the AGENCY manager that they are of good moral character;
 - c. Proof of neuro-psychiatric and drug test clearance from any PNP accredited laboratory;
 - d. NBI clearance;
 - e. Certificate of Training that they have undergone intensive training in security systems to be submitted before posting;
 - f. The Supervisor/Detachment Commander who shall be paid at the same rate shall mainly coordinate and execute other duties and responsibilities to be assigned from time to time.

The updated Personal Data Sheet as well as the health and other clearances of each security shall be submitted to KRC.

4. All pre-qualified security guards recommended for posting shall be personally presented to KRC for proper screening, evaluation and approval prior to posting/deployment.
5. The AGENCY shall provide, at its own expense necessary, adequate and duly licensed working firearms with ammunitions, equipment and other paraphernalia such as flashlights, night stick, whistle and first-aid kits (when actually on post), as prescribed by pertinent laws and regulations and as provided in Sec. VI Schedule of Requirements in the Bidding Guidelines.
6. The AGENCY shall issue a Duty Detail Order (DDO) for every security guard to be assigned or posted indicating therein the name of the guard type of firearms issued, the

particular place of assignment and the duration within which the guards are to render service. The security guard shall, before assumption of duty at his post, present the individual DDO to the duly authorized KRC representative.

7. The security guards shall be under the strict supervision of the AGENCY. KRC, however, shall have the right to conduct spot inspection of the performance of the security guards at any time as it may deem necessary. This right, shall not, however, diminish the obligations of the AGENCY under this contract nor absolve it from liability for all the acts or omission of its guards.
8. The AGENCY shall accept and implement rules and regulations which KRC may, from time to time, issue.
9. Upon assumption of duty, the AGENCY shall conduct an inventory of informal dwellers, if any, found within the property and report the same to KRC. It must ensure that the inventory of families found in the site, shall not increase in number or should be completely dispersed from the area.
10. The AGENCY shall submit a bi-monthly report to KRC regarding the manner the security agency rendered security protection to KRC. It shall, at all times, maintain a daily logbook in all guard posts where daily activities/incidents are recorded and which shall be available for inspection by any authorized personnel of KRC.
11. The AGENCY shall submit to KRC within twenty-four (24) hours an incident report detailing unusual occurrences or threats to security and well-being discovered during the guard's duty shift.
12. The AGENCY shall assume full and exclusive obligation to pay the mandated wage provided for by laws to its security guards, including claims and other compensation as may be legally due them, and to promptly remit to the proper agencies the required premiums and contributions for the benefit of the said security guard, such as withholding taxes on salaries, SSS premiums, Philhealth, Pag-IBIG and the like. Upon failure of the AGENCY to comply herewith shall be sufficient cause for KRC to terminate this Contract.
13. The AGENCY shall provide its assigned personnel with training and/or re-training, at least once a year, as required by the Philippine National Police and furnish KRC with certificates of successful completion of such training and/or re-training of said personnel.
14. The AGENCY shall submit to KRC a copy of the monthly payroll and any other documents evidencing payment of salaries to the security guards. In case the AGENCY is found to have paid any security guard below the minimum wage or have failed to remit to the proper government offices the required employer's share in premiums or contributions, the AGENCY hereby authorizes KRC to withhold any money due the AGENCY.
15. The AGENCY shall ensure that a system dedicated for the computation of mandatory employer remittances, including but not limited to the computation of SSS employer remittances, pertinent to the security guards assigned to KRC, shall be provided to KRC.
16. All taxes payable to the government arising from this contract shall be borne by the AGENCY.

17. The AGENCY shall not allow their security guards to move-in with their families in the property subject of security contract or use the facilities for personal gain.
18. The AGENCY shall provide KRC a copy of the policies and procedures in the implementation of the proposed security services for KRC. It shall also submit a contingency plan in case of public disorder, natural calamity, etc.

ARTICLE V **Termination**

KRC may terminate this contract at any time before its expiration under any or all of the following circumstances, to wit:

- a) Willful violation by the AGENCY of its obligations under this contract;
- b) Failure of the AGENCY to comply with the provisions of R.A. 5487, as amended, and P.D. 442, as amended, and its implementing rules and regulations;
- c) Fraud, falsification or misrepresentation in any of the documents submitted by the AGENCY during the accreditation or eligibility check and post qualification.

PROVIDED, that, notice shall first be served by KRC at least thirty (30) days prior to termination. However, if the AGENCY is adjudged by competent authority, whether final or not, to suffer any sanction for serious infractions, the KRC may unilaterally terminate this Contract at any time even before the expiration of thirty (30) days.

In the event that the AGENCY's services are terminated in accordance with this Article, or upon expiration of the term of this Contract, the AGENCY shall ensure a proper turnover of responsibility to KRC or the new security agency.

ARTICLE VI **Special Provisions**

1. No employer-employee relationship shall exist between the security guards posted by the AGENCY and KRC. KRC shall be free from any claims by security guards as regards their employment or as consequences of any acts of the security guards which may cause in death of damage to third persons or by third persons, the same being the responsibility of the AGENCY as employer. In case of suit where KRC is impleaded as indirect employer, the AGENCY shall defend and protect KRC interest. Any legal fees and expenses that may be incurred by KRC as a consequence of such claims shall be for the account of the AGENCY.
2. No adjustment in the contract price shall be allowed during the term of this contract except in cases where the cost of the awarded contract is affected by applicable new law, ordinance, regulation or other act of government promulgated after the bidding. In which case, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis to the AGENCY pursuant to Sec. 17.7.4 of the Implementing Rules and Regulations of R.A. 7184.
3. The AGENCY is strictly prohibited from sub-contracting, assigning or otherwise transferring in any manner whatsoever any of its rights, interests and obligations under this

contract without the prior written approval by KRC. However, the AGENCY may obtain insurance coverage thereon.

4. Disputes or disagreements arising from this contract shall, as far as practicable, be settled amicably. In case of litigation, however, the venue shall be in Makati City.

ARTICLE VII **Confidentiality of Information**

The parties hereby agree that the services offered by this Contract are fiduciary in nature such that the AGENCY covenant, that it or any of the security guards/personnel shall not, during the duration of this contract or at any time thereafter, disclose nor furnish to any person, firm or corporation any information relating to the KRC, its officers/employees, that may be acquired/possessed in the course of the performance of services to KRC, or in the course of the performance of services to KRC, or in the course of their stay within their places of assignment, or as an incident of this Contract.

The AGENCY shall ensure that the security guards/personnel will comply with this obligation.

ARTICLE VIII **Performance Security**

1. To guarantee the faithful performance of the obligations and services required under this Agreement, the AGENCY shall, prior to the execution of this Contract, post in favor of KRC a Performance Security in the form of Cash, Manager's/Cashier's check in the amount of equivalent to five (5%) percent of the total contract price, or, in the form of a bank draft/Guarantee issued by a reputable universal or commercial bank in the amount equivalent to five (5%) percent of the total contract price, or, in the form of a Surety Bond callable on demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security in the amount equivalent to thirty (30%) percent of the total contract price.
2. In case there is a need to deploy additional security personnel in excess of the number provided for in this Contract, the AGENCY, without need of demand from KRC, shall post additional performance security in any of the forms allowed in the immediately preceding paragraph within twenty-four (24) hours from deployment of the additional security personnel.
3. In the event that the performance security posted by the AGENCY shall be deemed inadequate or otherwise unacceptable by KRC, KRC shall have the right to require the AGENCY to post a performance security in such form and amount as determined by KRC and allowed under existing laws and regulations.
4. The Performance Security shall be released to the AGENCY within thirty (30) days from the end of the term of this Contract and upon the certification of KRC that the AGENCY has faithfully and completely performed its obligation under this Agreement. The Performance Security shall answer for any damage KRC may suffer by reason of the AGENCY's default of any of its obligations and/or breach of the terms and conditions of this Agreement and shall likewise guarantee payment for any loss, damage

or injury that may be caused by the AGENCY to KRC, its officers, employees, clients, and guests.

5. The Performance Security shall be forfeited in favor of KRC in the event it is established that the AGENCY is in default, committed breach of its obligation under this Agreement and/or failure to comply with any of the terms and conditions of this Agreement. Any changes made in this Agreement shall in no way annul, release or effect the liability of the AGENCY and the surety.

ARTICLE IX.
Non-Waiver of Rights

The failure of KRC to insist upon the strict compliance by the AGENCY with any of terms, conditions and covenants of this Contract shall not be deemed relinquishment or waiver of any right or remedy that KRC may exercise, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof which shall continue to remain in full force and effect. No waiver by KRC of any of its rights hereunder shall be deemed to have been made unless expressed in writing and signed by KRC through its duly authorized agents.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this _____ day of _____ 2022 at Makati City.

KAMAYAN REALTY CORPORATION

<NAME OF SECURITY AGENCY>

By:

By:

Lilia L. Arce

<Name of Agency Representative>

SIGNED IN THE PRESENCE OF:

FUNDS AVAILABLE

Treasurer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Makati) S.S.

BEFORE ME, a Notary Public for and in the City of Makati, this _____ day of _____ 2022, personally appeared the following:

NAME GOVERNMENT ID AND DATE OF EXPIRATION

Lilia L. Arce Passport No. P0537852B

<NAME OF AGENCY REPRESENTATIVE>

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free act and deed, as well as the free and voluntary act of the Corporation which they represent.

This foregoing instrument is a Contract for Security Services, consisting of Nine (9) pages including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written.

WITNESS MY HAND AND SEAL on this _____ day of _____, 2022.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022.

Contract Agreement Form for the Procurement of Goods

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 2022 between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that

additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

1. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
2. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Name of Supplier]

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

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

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

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

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

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

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

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government*

identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued], [place issued]*

IBP No. _____ *[date issued], [place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 2 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID-SECURING DECLARATION

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

X-----X

BID SECURING DECLARATION **Invitation to Bid: [Insert Reference number]**

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

I/We⁴, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

⁴ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

PERFORMANCE SECURING DECLARATION

[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.

X-----X

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/manufacturer/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

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Statement of All 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

Business Name : _____

Business Address : _____

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Contract and Value of Outstanding Contract	a. Date of Contract b. Duration of the Contract c. Expected Date of Completion
Ongoing				
Contracts Awarded But Not Yet Started				

Note: Use additional sheets if necessary.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Statement of Single Largest Completed Contract (SLCC)

(Similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be at least fifty percent (50%) of the ABC)

Business Name : _____

Business Address : _____

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Completed Contract	a. Date of Contract b. Duration of the Contract c. Date of Contract Completion	Certificate of Completion issued by the client or official receipt(s) for the SLCC

Note: Attach certified true copy of Certificate of Completion issued by the client or official receipt(s) for the SLCC.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

