



Republic of the Philippines  
Department of Finance  
**PRIVATIZATION AND MANAGEMENT OFFICE**  
104 Gamboa Street, Legaspi Village, Makati City 1229



# **PHILIPPINE BIDDING DOCUMENTS**

## **PROVISION OF SECURITY SERVICES FOR PMO ASSETS FOR CY 2022**

Government of the Republic of the Philippines

**Lot A: PMO-02-2022**

**Lot B: PMO-03-2022**

**Sixth Edition  
October 2021**

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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***



## INVITATION TO BID FOR PROVISION OF SECURITY SERVICES FOR PMO ASSETS FOR CY 2022

1. The **Custodianship Services Division** of the **Privatization and Management Office (PMO)**, through its **Retention Fund** intends to apply the sum of **Sixteen Million Eight Hundred Sixty Thousand Five Hundred and Sixty-Five Pesos (Php16,860,565.00) [Lot A: PMO-02-2022]** and **Eleven Million Five Hundred Fifty-Nine Thousand One Hundred and Eighty-Five Pesos (Php11,559,185.00) [Lot B: PMO-03-2022]** being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The PMO, through the Bids and Awards Committee (PMO-BAC), now invites bids for the above Procurement Project. Delivery of the Goods is required by January 2022. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 the PMO-BAC Secretariat and inspect the Bidding Documents at the address given below during Mondays to Fridays except Holidays, between 7:00 A.M. to 2:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **November 2, 2021, Tuesday**, from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos (Php10,000.00) for Lot A** and **Ten Thousand Pesos (Php10,000.00) for Lot B**. Payment for the fees may be made in person or through electronic means. Kindly coordinate with the PMO-BAC Secretariat at the given contact details below. Proof of payment shall be submitted together with their bid.

6. The PMO-BAC will hold a Pre-Bid Conference at **10:00 A.M. on November 10, 2021, Wednesday**, through video conferencing or webcasting via Zoom. Zoom link will be provided to prospective bidders who shall signify their interest to join the Pre-Bid Conference by sending their expression of interest through the PMO-BAC Secretariat at the given email address below.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **not later than 10:00 A.M. on November 22, 2021, Monday**. Late bids shall not be accepted.

Each Bidder shall submit in a sealed envelope the following:

- a) One (1) Original and Two (2) certified copies of the Technical and Financial Components of its Bid; and,
  - b) a USB containing a scanned copy of the Technical and Financial Components of its Bid or password-protected cloud storage link
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
  9. Bid opening shall be at **10:00 A.M on November 22, 2021, Monday**, via Zoom. Bids will be opened in the presence of the bidder or its representative(s) duly authorized to attend the activity also through Zoom Videoconference. The Zoom link shall be sent to the prospective bidder upon receipt of their bid.
  10. The PMO 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.

In the event two or more of the bidders have been post-qualified as Lowest Calculated and Responsive Bid (LCRB), the procuring entity shall use “draw lots” or similar methods of chance as tie-breaking method.

11. For further information, you may contact the PMO-BAC, through its Secretariat, during office hours from 7:00 A.M. to 2:00 P.M., Mondays to Fridays, except Holidays, at the following contact details:

Telephone Number: 8893-7096 or 09209085643

Email Address: [BAC@pmo.gov.ph](mailto:BAC@pmo.gov.ph)

12. You may visit the following websites for downloading of Bidding Documents:

PhilGEPS website: <https://www.philgeps.gov.ph>

PMO website: <https://www.pmo.gov.ph>

Issued this 2<sup>nd</sup> day of November 2021.

  
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**CESAR LUIS M. PARGAS**  
Chairperson, PMO-BAC

***Section II. Instructions to Bidders***

## **1. Scope of Bid**

The Procuring Entity, **PMO** wishes to receive Bids for the **Provision of Security Services for PMO Assets for CY 2022**, with identification numbers **Lot A: PMO-02-2022** and **Lot B: PMO-03-2022**.

The Procurement Project (referred to herein as “Project”) is composed of two (2) lots, the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for FY 2022 in the amount of **Twenty-Eight Million Four Hundred Nineteen Thousand Seven Hundred and Fifty Pesos (Php28,419,750.00)**.

2.2. The source of funding is the **PMO Retention Fund**

## **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.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

## **8. Pre-Bid Conference**

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

## **11. Documents comprising the Bid: Financial 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 the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 **120 calendar days from opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

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

## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

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

- 19.4. The Project shall be awarded as follows:

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

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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause															
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Provision of Security Services</li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>														
7.1	No further instruction.														
12	Not applicable														
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Php337,211.30 for Lot A</b> and/or <b>Php231,183.70 for Lot B</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Php843,028.25 for Lot A</b> and/or <b>Php577,959.25 for Lot B</b> if bid security is in Surety Bond.</li> </ul>														
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">Approved Budget for the Contract (ABC)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td>Provision of 57 security guards including ancillary or incidental equipment such as but not limited to firearms, ammunitions, uniform, equipment, vehicle, devices and other implements necessary or appropriate for the performance of the security services for PMO Assets located in Various Locations (NCR, Luzon, Visayas, and Mindanao)</td> <td style="text-align: center;">1 lot</td> <td style="text-align: right;">Php16,860,565.00</td> </tr> <tr> <td style="text-align: center;">B</td> <td>Provision of 22 security guards including ancillary or incidental equipment such as but not limited to firearms, ammunitions, uniform, equipment, vehicle, devices and other implements necessary or appropriate for the performance of the security services for PMO Assets located in Makati City (PDAF-MLC)</td> <td style="text-align: center;">1 lot</td> <td style="text-align: right;">Php11,559,185.00</td> </tr> </tbody> </table>			Lot	Description	Quantity	Approved Budget for the Contract (ABC)	A	Provision of 57 security guards including ancillary or incidental equipment such as but not limited to firearms, ammunitions, uniform, equipment, vehicle, devices and other implements necessary or appropriate for the performance of the security services for PMO Assets located in Various Locations (NCR, Luzon, Visayas, and Mindanao)	1 lot	Php16,860,565.00	B	Provision of 22 security guards including ancillary or incidental equipment such as but not limited to firearms, ammunitions, uniform, equipment, vehicle, devices and other implements necessary or appropriate for the performance of the security services for PMO Assets located in Makati City (PDAF-MLC)	1 lot	Php11,559,185.00
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20.1	<ul style="list-style-type: none"> <li>• License to Operate from PNP SOSIA (RA5487)</li> <li>• Gun Licenses (R.A.10591)</li> <li>• 2-way Radio Licenses (R.A. 7925)</li> </ul> <p>Certified True Copies of:</p> <ul style="list-style-type: none"> <li>• Certificate of Satisfactory Performance from at least two (2) clients for contracts completed within the last two (2) years</li> <li>• General Information Sheet filed with the SEC (latest version)</li> <li>• Certificate of Registration as Contractor (DOLE DO 174-2017)</li> <li>• Certificate of pending or no pending labor standards violations case/s issued by the National Labor Relations Commission (NLRC) and DOLE</li> <li>• Latest Statement of Disposition of Clients, Security Guards, &amp; Firearms submitted to and proof of receipt by the PNP SOSIA</li> <li>• Certificate issued by a licensed and reputable fund manager showing that the Bidder has, during the one (1) immediately preceding year reckoned from the deadline for the submission and receipt of bids, maintained a retirement fund for its employees/security personnel pursuant to Republic Act No. 7641</li> </ul>
21.1	<ul style="list-style-type: none"> <li>• Certificate attesting to the qualifications of security personnel to be assigned to PMO properties (<b>Form 10</b>)</li> <li>• Medical Certificates of security personnel to be assigned to PMO properties</li> <li>• Results of psychological evaluation tests, neuro-psychiatric examinations, and drug tests of security personnel to be assigned to PMO properties</li> <li>• Certificates/proof of training of security personnel to be assigned to PMO properties</li> </ul>

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

## 4. **Inspection and Tests**

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p>Delivery of the Good shall be made by the Service Provider in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>The Supplier shall provide security services, including those ancillary or incidental to the supply of such services, such as but not limited to the provision of firearms, ammunitions, uniform, equipment, vehicle, devices and other implements necessary or appropriate for the performance of the security services, and perform such obligations as provided under the Contract.</p>
2.2	<p>PMO shall pay the SERVICE PROVIDER based on the latter's actual services rendered under the Contract/s, taking into account the actual number of security guards posted, their actual tour of duty and respective compensations per month. It is understood that the SERVICE PROVIDER's billings include all the statutory compensation and benefits due to its Security Guards.</p> <p>Payment of the SERVICE PROVIDER's billings shall be within thirty (30) working days from the date of submission thereof by the SERVICE PROVIDER to PMO, provided said billings are complete with all the required supporting documents and are in compliance with the requirements set by PMO in the processing of security billings.</p>
4	<p>PMO may conduct an inspection of the firearms, ammunitions, vehicles and other security equipment and paraphernalia issued by the SERVICE PROVIDER to its guards upon actual posting of the guards and at such other times as PMO may deem appropriate, to determine if the same are compliant with the Contract, and to ensure that adequate security is provided by the SERVICE PROVIDER to the PMO PROPERTIES and personnel.</p> <p>PMO may, at any time, conduct an inspection of the guards' performance to ensure the proper security of the PMO PROPERTIES, as well as the materials and equipment within the said premises.</p>

## *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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivered, Weeks/ Months</b>
Lot A	<p>For deployment to various locations (NCR, Luzon, Visayas, and Mindanao)</p> <ul style="list-style-type: none"> <li>a. Security guards with complete uniforms</li> <li>b. Licensed Pistols</li> <li>c. Licensed Shotguns</li> <li>a. Smartphones with at least 12-megapixel camera</li> <li>d. Licensed 2-way radios</li> <li>e. Handheld metal detectors (brand new)</li> <li>f. Pole and easy fold stretcher (heavy duty)</li> <li>g. Wheelchair (standard size)</li> <li>h. Under chassis mirrors</li> <li>i. Bicycles</li> <li>j. Motorcycles</li> <li>k. Four-wheeled vehicle</li> </ul> <p>Other ancillary or incidental equipment, devices and other implements necessary or appropriate for the performance of the security services as indicated in Section VII. Technical Specifications/TOR.</p>	<p>57</p> <p>10</p> <p>16</p> <p>11</p> <p>19</p> <p>2</p> <p>1</p> <p>1</p> <p>2</p> <p>2</p> <p>5</p> <p>1</p>	Upon deployment
Lot B	<p>For deployment to PDAF-MLC (Makati City)</p> <ul style="list-style-type: none"> <li>a. Security guards with complete uniforms</li> <li>b. Licensed Pistols</li> <li>c. Smartphones with at least 12-megapixel camera</li> <li>d. Licensed 2-way radios</li> <li>e. Motorcycle</li> <li>f. Handheld metal detectors (brand new)</li> <li>g. Pole and easy fold stretcher (heavy duty)</li> <li>h. Wheelchair (standard size)</li> <li>i. Under chassis mirrors</li> </ul> <p>Other ancillary or incidental equipment, devices and other implements necessary or appropriate for the performance of the security services as indicated in Section VII. Technical Specifications/TOR.</p>	<p>22</p> <p>11</p> <p>1</p> <p>11</p> <p>1</p> <p>3</p> <p>1</p> <p>1</p> <p>2</p>	Upon deployment

## ***Section VII. Technical Specifications***

# Technical Specifications

*Bidders must state compliance to the provisions herein by signing on the conforme on all the pages provided on each page of Section VII. Technical Specifications.*

## 1. Personnel Requirements

- 1.1. The SERVICE PROVIDER shall provide the PMO with the required number of security guards for PMO assets/properties to sufficiently secure and safeguard the PMO PROPERTIES and personnel.

<b>Item</b>	<b>Project Site/Area of Responsibility</b>	<b>No. of Guards</b>
Lot A	Various Locations (NCR/Luzon/Visayas/Mindanao)	57
Lot B	PDAF – MLC (Makati City)	22

The SERVICE PROVIDER shall deploy the guards according to the deployment specified in Annex “A”.

The total number of guards is subject to increase or decrease as a result of sale/turnover/transfer of properties, continued evaluation of security requirements by PMO or other circumstances requiring the same. The SERVICE PROVIDER hereby undertakes (a) to post additional guards or effect pull-out of guards within seventy-two (72) hours after receipt of a written request to do so from PMO, subject to the provisions of Section 4.5 hereof; and (b) to seek the support and/or assistance of instrumentalities from the Philippine National Police (“PNP”) and/or other government agencies tasked to enforce the law, whenever necessary to sufficiently secure PMO PROPERTIES and personnel.

Any decrease or increase in the number of guards and/or reshuffling of the guard/s shall be with the prior written approval of PMO. Removal or replacement of originally posted security guards shall likewise be with prior written approval of PMO. Absence of such prior written approval shall be cause for termination of the contract by PMO.

The SERVICE PROVIDER is/are required to provide one (1) reserve guard for every six (6) posts in each area of responsibility.

A Security Plan for each PMO asset/property is required from the SERVICE PROVIDER, for submission fifteen (15) calendar days after receipt of the Notice of Proceed (NtP), subject for approval of PMO. The Security Plan shall have, but not limited to, the following major components: i) protection against internal and external threats; ii) access control procedures.

- 1.2. When the needs arise, the SERVICE PROVIDER shall provide the PMO PROPERTIES with a twenty-four (24)-hour security service daily including Sundays and holidays. Except as may otherwise be provided by PMO in writing, the security guards assigned to PMO PROPERTIES shall work in three (3) shifts of eight (8) hours

each or two (2) shifts of twelve (12) hours each in identified areas. The duty shifts and the number of guards comprising each shift shall be determined or approved by the PMO, to be observed and implemented by the SERVICE PROVIDER, upon due written notice by PMO.

- 1.3. The SERVICE PROVIDER and its security personnel assigned to PMO PROPERTIES shall diligently and faithfully serve the best interest of PMO and the PMO PROPERTIES in rendering their services and shall not, during the period of this Contract or at any time thereafter, use or disclose or make available to any unauthorized person, firm or entity any information, derogatory or otherwise, concerning the affairs of PMO, its personnel and the PMO PROPERTIES, which the SERVICE PROVIDER or the members of its security force may have acquired by reason of this Contract.
- 1.4. The SERVICE PROVIDER shall ensure that it has adequate and immediate supervision of its security personnel and that the PMO PROPERTIES are not deprived of direct and immediate attention or action from the SERVICE PROVIDER.

## **2. Qualifications of Security Guards and Security Officers**

- 2.1. Each of the security guards and security officers to be assigned by the SERVICE PROVIDER to the PMO PROPERTIES must meet the following minimum qualifications:
  - a) A Filipino citizen;
  - b) At least a high school graduate (security officers must be a holder of a baccalaureate degree).
  - c) Physically and mentally fit, based on medical and neuro-psychiatric certifications;
  - d) Not less than eighteen (18) years old or more than fifty (50) years old (for new applicants and security guards in non-supervisory positions);
  - e) At least five feet and four inches (5'4") in height;
  - f) Of good moral character and has obtained clearances from the Philippine National Police (PNP), the National Bureau of Investigation (NBI), the barangay the guard resides in, as well as the Prosecutor's Office, the Regional Trial Court, the Metropolitan Trial Court or other first-level court, and the police department, of the city or municipality where the guard resides, that he has not been convicted of any criminal offense, and that no criminal case is pending against him;
  - g) Possesses the proper license to act as a security guard or security officer (License for the Detachment Commander/Head Guard and Shift-in-Charge) and to bear the necessary firearms; is a holder of a valid License to Exercise Profession issued by the PNP/Supervisory Office for Security and Investigation SERVICE PROVIDER (PNP/SOSIA);
  - h) Has been tested negative for use of any prohibited drug, based on results of drug test/s;
  - i) Has received proper and sufficient training as a security guard or security officer, based on certificates of trainings attended;
  - j) Is of proven competence, efficiency and reliability;
  - k) Does not possess any of the disqualifications enumerated in Rule V of the Implementing Rules & Regulations of Republic Act (RA) No. 5487, as amended; and

- l) Such other qualifications as PMO may deem necessary in the course of the implementation of the contract with the SERVICE PROVIDER.
- 2.2. The SERVICE PROVIDER shall take primary responsibility in the examination and screening of security guards prior to posting to the PMO PROPERTIES to determine whether or not they possess all the required qualifications and none of the disqualifications. This shall not preclude the PMO's prerogative to approve/disapprove and to review such examination and screening to ensure that prior to the posting of guards, the latter have already been examined and possess the qualifications enumerated herein. For such purpose, PMO may require the SERVICE PROVIDER to present such documents or information relating to the screening or qualifications of the security guards to be posted at the PMO PROPERTIES.
- 2.3. The SERVICE PROVIDER shall provide no less than five (5) days refresher training to the security guards to be assigned to the PMO prior to their assumption of duty with costs to be shouldered by the SERVICE PROVIDER.
- 2.4. The SERVICE PROVIDER shall assign to the PMO PROPERTIES security guards who are holders of valid Licenses to Exercise Profession issued by the PNP/SOSIA. The originals of said licenses should be presented to the PMO prior to the assumption of duty by the security guards concerned.
- 2.5. The SERVICE PROVIDER shall accomplish and submit to PMO, prior to posting of each security guard, the Certification attesting to the qualifications of the guard under Sections 2.1 and 2.4 hereof and to his refresher-training under Section 2.3 hereof.
- 2.6. Whenever necessary and as requested by the PMO or its duly authorized representative, the SERVICE PROVIDER hereby consents and agrees to have available for examination by the PMO, or its duly authorized representative, its financial statements, PNP/SOSIA permit to operate, detachment logbooks, time records and such other papers as may be deemed necessary or appropriate by the PMO.

### **3. Duties of Security Personnel**

- 3.1. The security guards assigned by the SERVICE PROVIDER to the PMO PROPERTIES shall have the following duties:
  - 3.1.1. Security of Human Resources
    - A. PMO Officials
      - a) Provide close-in security as may be required
      - b) Exercise courtesy and tact at all times
      - c) Provide security assistance as may be required/instructed
      - d) Maintain and update logbook records at all times
    - B. PMO Employees
      - a) Monitor/frisk for deadly weapons, explosives, toxic chemicals, drugs and contraband items/harmful materials upon reasonable grounds for suspicion and if possible and warranted, cause the arrest of the employee

- b) Prevent/detect any other form of breach of PMO rules and if possible, apprehend the perpetrator
- c) Ensure non-entry to security/restricted areas without proper authorization/clearance
- d) Exercise tact and courtesy at all times
- e) Provide security assistance as may be required
- f) Maintain and update logbook records at all times
- g) Immediately report any illegal act or breach of PMO rules on personal and property security

C. PMO Guests/Visitors

- a) Enforce no ID/Gate Pass-no entry rule and observe PMO ID/Gate Pass system for visitors
- b) Monitor/frisk for deadly weapons, explosives, toxic chemicals, drugs and contraband items/harmful materials as standard operating procedure, and if possible and warranted, cause the arrest of the perpetrator/s
- c) Prevent/detect any other form of breach of rules and if possible, apprehend the perpetrator/s
- d) Ensure non-entry to security/restricted areas without proper authorization/clearance
- e) Exercise tact and courtesy at all times
- f) Provide security assistance as may be required
- g) Maintain and update logbook records at all times
- h) Enforce non-entry after office hours, including Saturdays, Sundays and legal holidays unless authorized
- i) Enforce no loitering in the premises after visitor's business is done
- j) Immediately report any illegal act or breach of PMO rules on personal and property security

3.1.2. Security for Physical Resources

A. Vehicle Control

- a) Inspect vehicles entering and leaving PMO premises
- b) Maintain a logbook on the arrival and departure of both PMO and non-PMO vehicles
- c) Control the flow of traffic and direct drivers to park their vehicles properly in designated parking areas/slots
- d) Safeguard and protect vehicles from carnapping, theft, pilferage of accessories and other attachments, and vandalism
- e) Require trip ticket for outgoing PMO vehicles duly signed by the approving authorities
- f) Enforce no overnight parking for non-PMO vehicles
- g) Ensure deposit of vehicle keys for PMO and non-PMO vehicles without drivers
- h) Recommend and post parking/traffic signs in the proper area/s
- i) Immediately report any illegal act or breach of PMO rules on personal and property security

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- B. PMO Office Building/Premises
- a) Observe key control system
  - b) Post No Entry notices in restricted areas
  - c) Identify and record in the logbook authorized persons entering restricted area/s
  - d) Check that all doors and windows are closed and locked after office hours
  - e) Identify need for lighting and recommend measures
  - f) Identify fire hazard and recommend measures
  - g) Regularly check location and condition of fire extinguishers and recommend measures for safety procedures
  - h) Regularly check condition of faucets, fire hydrants, hoses, alarm systems
  - i) Recommend formation of fire brigades and fire drills
  - j) Observe that all lights are switched off and all electrically operated office equipment are unplugged when occupants of the office are all out
  - k) Prohibit loitering around the PMO compound and offices
  - l) Maintain and update logbook records at all times
  - m) Ensure that personal properties shall be covered by personal property slips issued by the security detachment
  - n) Ensure security of documents and other properties inside the office/premises
  - o) Immediately report any illegal act or breach of PMO rules on personal and property security
- C. Acquired/Foreclosed Assets
- a) All outgoing PMO properties must be covered with the appropriate documents (Gate Pass) duly signed by the authorized signatories indicating the serial number/property number, person moving the equipment, time and date, etc.
  - b) Ensure that personal properties shall be covered by personal property slips or personal property inventory form issued by the security detachment
  - c) Ensure that access to warehouse and other restricted areas will be allowed to PMO authorized personnel only
  - d) Observe key control system
  - e) Ensure security of documents and other properties inside the offices/premises
  - f) Maintain and update logbook records at all times
  - g) Ensure security of the entrance/exit points of the PMO premises
  - h) Maintain liaison and open coordination with the Philippine National Police (PNP) and other government instrumentalities.
  - i) Immediately report incidents or cases such as, but not limited to theft, intrusions, pilferage & other forms of infractions.

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### 3.1.3 Contingency Plan for Various Risks

- A. Fire
  - a) Know the status and location of firefighting equipment
  - b) Be familiar with the fire exit and electrical control switches
  - c) Activate fire alarm when need arises
  - d) Immediately report fire and any fire hazards
  - e) Immediately report inadequate water supply, firefighting equipment and fire exit breach
  - f) In case of fire, assist in the evacuation of employees, records and equipment
  
- B. Theft, Pilferage and Burglary
  - a) Secure all entry and exit points
  - b) Immediately report untoward incidents which may involve personal or property security breach
  - c) Apprehend the culprit within the premises, secure incident area to protect evidence in case of untoward incident
  - d) Coordinate with appropriate PNP unit (Theft and Robbery Section) and/or PSG & maintain contact/coordination
  
- C. Trespassing
  - a) Challenge and detain trespassers
  - b) Turn over trespassers to proper authorities
  - c) Immediately report incident
  
- D. Hostage Situation
  - a) Immediately notify PNP, PMO and all guards
  - b) Act as temporary negotiator until the arrival of the expert negotiator
  - c) Secure the affected area to prevent the public/onlookers from getting near and possibly complicating the situation
  - d) Exercise means for hostage-taker not to harm hostage
  
- E. Earthquake
  - a) Prevent panic and maintain calm
  - b) Prevent use of elevator and direct escape through other means of exit
  - c) If possible, urge personnel to seek refuge and keep away from dangerous falling objects
  - d) Formulate a practicable earthquake safety/evacuation plan
  
- F. Flood and Typhoon
  - a) Prevent crossing of flooded area
  - b) Prevent exit when there are strong winds outside the building
  - c) Assist in the evacuation of personnel, records, supplies, materials and equipment
  - d) Immediately inform management
  - e) Formulate a practicable flood/typhoon safety/evacuation plan

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- G. Coup d'etat
  - a) Ensure that properties should not be allowed to be used by any group involved in the coup
  - b) Secure all properties and buildings
  - c) Immediately report incident
  - d) Formulate a practicable coup d'etat safety/evacuation plan
  
- H. Sabotage
  - a) Cordon the affected area to secure evidence
  - b) In case of explosion, help evacuate all personnel from affected area
  - c) Immediately inform Fire Department
  - d) Immediately report incident
  - e) Formulate a practicable sabotage safety/evacuation plan
  
- I. Bomb Threat
  - a) Immediately report to PNP
  - b) Immediately inform PMO management
  - c) Assist evacuation of personnel
  - d) Secure PMO properties and keep away unauthorized persons
  - e) Assist in bomb search, if necessary
  - f) Formulate a practicable bomb threat safety/evacuation plan
  
- K. Civil Disturbance
  - a) Secure all entry and exit points
  - b) Coordinate with PNP and other government instrumentalities
  - c) Ensure personnel and property safety
  - d) Immediately report incident
  - e) Formulate a practicable civil disturbance safety/evacuation plan
  
- L. Labor Unrest
  - a) Secure all entry and exit points
  - b) Coordinate with PNP
  - c) Ensure personnel and property safety
  - d) Immediately report incident
  - e) Formulate a practicable labor unrest plan

3.1.4. Patrol and observe areas for activities of security interest and maintain peace and order within the premises.

3.1.5. Perform such other duties as may be assigned from time to time by special order issued to the guards by PMO or its authorized representative.

3.1.6. Before ending his tour of duty, inspect the PMO PROPERTIES within his area of responsibility and make a report of his observations thereon, taking note of the movement or removal, if any, of the items stored in the premises.

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- 3.1.7. Observe at all times the Eleven General Orders, Security Guards' Creed, Code of Conduct and Code of Ethics as provided under RA No. 5487, as amended, and its Implementing Rules and Regulations.

#### **4. Supervision of Security Guards**

- 4.1. Supervision of the security guards shall be the responsibility of the supervisor designated by the SERVICE PROVIDER. He shall be responsible for the proper implementation of the security operation and shall have operational control over the said guards.

However, PMO or its authorized representatives may conduct an inspection of the ranks of guards, their firearms, equipment and other security paraphernalia from time to time as the need arises, subject to the provisions of Section 12.3 hereof.

- 4.2. The SERVICE PROVIDER shall exercise effective administration, supervision, control and inspection to prevent sleeping on post and other violations of duty and/or omissions by guards on duty, including the supervisors.
- 4.3. PMO reserves the right to require the replacement of any or all of the SERVICE PROVIDER's security guards assigned to the PMO PROPERTIES who do not meet the requirements set forth in the contract. This is without prejudice to the right of PMO to seek relief under the contract, including termination for breach as applicable.
- 4.4. The PMO reserves the right to demand from the SERVICE PROVIDER the rigid execution of controls in the implementation of security operations as it deems proper, and whenever PMO finds the security inadequate, it shall have the right to request for reinforcement of the security force to certain properties.
- 4.5. The PMO reserves the right to require the SERVICE PROVIDER to replace any or all of its security guards assigned to PMO who are found to be lacking in discipline, integrity, good moral character and aptitude, or for inefficiency or other negligent acts or omissions in the performance of duties. Any such guards shall be replaced by the SERVICE PROVIDER immediately upon receipt by the SERVICE PROVIDER of PMO's written notification to that effect.
- 4.6. The PMO reserves the right to increase, reduce, replace or withdraw, wholly or partially, the posting and number of the SERVICE PROVIDER's security guards in the assigned post, to be implemented by the SERVICE PROVIDER.
- 4.7. Failure of the SERVICE PROVIDER to cause the withdrawal, replacement, decrease or increase of posting and number of guards as required by PMO shall be sufficient ground for cancellation/termination of this Contract by PMO.
- 4.8. Should any incident take place in the PMO PROPERTIES affecting the security of PMO PROPERTIES and personnel, such as but not limited to theft, pilferage and intrusion, including any of the incidents or risks enumerated in item 3.1.3 hereof, the

Conforme:
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SERVICE PROVIDER shall report the same to PMO immediately after the occurrence of the incident. Not later than twenty-four (24) hours from the time the incident took place, the SERVICE PROVIDER shall submit to PMO a formal and complete written report on the incident, including all actions it had taken to address the situation as well as any risk or threat the PMO PROPERTIES or personnel may be exposed to.

- 4.9. The implementation by the SERVICE PROVIDER of any decrease or increase in the number of guards, or any reshuffling of the guards, or any removal or replacement of guards, as required or approved by PMO, shall be reported in writing to PMO within twenty-four (24) hours after such implementation.
- 4.10. In addition to the aforesaid reports, the SERVICE PROVIDER shall submit to PMO, on a semi-monthly basis, a detailed, verified and up-to-date written report, signed by its duly designated supervisor and its highest ranking officer, on the security services rendered in the PMO PROPERTIES, which shall include but not be limited to the posting of security guards, any reshuffling, removal or replacement of security guards, as well as any incident that may have taken place in the PMO PROPERTIES affecting the security of the said properties or PMO personnel, the action(s) taken by the SERVICE PROVIDER and/or its security personnel to address the same, any security risk or threat that the PMO PROPERTIES or its personnel are or may be exposed to or should guard against, and a proposed contingency plan to address the risk/threat. PMO reserves the right to require the SERVICE PROVIDER or its security personnel to submit such other reports as it may deem necessary at such times as it may deem appropriate.
- 4.11. The SERVICE PROVIDER shall submit to PMO every 15<sup>th</sup> and 30<sup>th</sup>/31<sup>st</sup> day of the month the guard detail/schedule for the next 15/16-day period.
- 4.12. The SERVICE PROVIDER warrants to make available duly qualified, licensed and trained relievers who satisfy the requirements under Section 2.1 hereof, to ensure continuous and uninterrupted service in the absence of an assigned guard. The posting of a reliever and his qualifications shall be immediately reported by the SERVICE PROVIDER to PMO in writing.
- 4.13. PMO's use of the SERVICE PROVIDER's services shall not be exclusive. PMO reserves the right to hire any other security SERVICE PROVIDER for any of its properties, whether or not such properties are found within the area covered by this Contract, insofar as PMO may deem proper and necessary.

## **5. Uniforms, Firearms, Ammunitions, Vehicles and Equipment**

- 5.1. The SERVICE PROVIDER shall provide, at its own expense, the necessary uniforms of the guards and such other paraphernalia, e.g., nightsticks, side arms, flashlights, holsters, badges, insignias, whistles, timepieces, writing pens, logbooks and first aid kits, as may be required to carry out the provisions of the contract.

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- 5.2. The SERVICE PROVIDER, at its own expense, shall also provide the security guards assigned to the PMO PROPERTIES with the necessary firearms, ammunitions, vehicles, radios, cellular phones and other devices as listed in Annex A-Schedule of Deployment and Requirements, including operational expenses and maintenance. Homemade firearms commonly known as the “PALTIK” or other similar firearms prohibited by law shall not be issued to any of the guards.
- 5.3. The SERVICE PROVIDER hereby warrants that each guard is sufficiently knowledgeable of the use and nature of the weapon entrusted to his care. The SERVICE PROVIDER also warrants that the firearms and ammunitions issued/to be issued to its security guards are duly licensed by competent authorities as required by law.
- 5.4. The SERVICE PROVIDER hereby warrants the serviceability and dependability of the firearms and ammunitions issued or to be issued to its security guards. The SERVICE PROVIDER also warrants the serviceability and dependability of the vehicles, communication devices and other security paraphernalia, such as nightsticks, flashlights and metal detectors, issued or to be issued to the security guards.
- 5.5. A pistol or revolver, when issued to the security guard, shall have a full load of ammunition plus twice that number of rounds in an ammunition belt or in magazines.
- 5.6. A fully loaded rifle or shotgun, when issued, shall also have a number of extra rounds of ammunition equal to the full load

## **6. Liability for Loss, Damage or Injury**

- 6.1. The SERVICE PROVIDER shall be responsible for any loss or damage that may be suffered by the PMO PROPERTIES or PMO because of the SERVICE PROVIDER’s willful act or negligence or violation of the contract, or due to the willful act or negligence /carelessness of its security guards and supervisors in the performance of their duties. In such event, and at the sole discretion of PMO, lost or damaged PMO PROPERTIES shall be replaced based on the Fair Market Value (FMV) of said PMO PROPERTIES. FMV shall mean the current appraised value of the relevant property as determined by PMO based on an in-house or third party appraisal. PMO shall have the prerogative to withhold payments due to the SERVICE PROVIDER under the contract, pending finalization of the investigation of the loss or damage suffered by PMO, without prejudice to other legal remedies available to PMO. Upon investigation and due notice to the SERVICE PROVIDER, should any loss or damage to PMO PROPERTIES be found to have been caused by the fault or negligence of the security guards, supervisors and/or the SERVICE PROVIDER itself, the SERVICE PROVIDER authorizes PMO to deduct from any payments due to the SERVICE PROVIDER under the contract, the corresponding FMV of the property that was lost or damaged, and to forfeit the Performance Security.
- 6.2. In cases of illegal settlement or encroachment upon PMO PROPERTIES, PMO shall have the prerogative to withhold payments due to the SERVICE PROVIDER from

Conforme:

its security billings under the contract, and to forfeit its Performance Security, without prejudice to other legal remedies available to PMO under the contract and under applicable laws and rules. The amount withheld shall be released only upon the SERVICE PROVIDER's eviction of the illegal settlers or upon the complete resolution of the illegal settlement or encroachment issue as may be determined by PMO. However, in the event that the SERVICE PROVIDER fails to resolve such illegal settlement or encroachment issue after a reasonable period, and it no longer manifests interest in resolving the same, PMO shall, upon prior written notice, have the prerogative to declare the SERVICE PROVIDER in default and the withheld amount shall be recovered by PMO. In no case, however, shall the forfeited Performance Security be returned to the SERVICE PROVIDER. In the event of such forfeiture, the SERVICE PROVIDER shall provide PMO with a new Performance Security in accordance with GCC Clause 3 or Section 7 of the Technical Specifications as security for the faithful performance by the SERVICE PROVIDER of any and all its obligations under the contract, and to cover any loss, damage or injury suffered by PMO or for which the SERVICE PROVIDER may be made liable under the terms of the contract. Failure by the SERVICE PROVIDER to provide PMO with a new or replacement Performance Security shall entitle PMO to terminate the contract.

- 6.3. The SERVICE PROVIDER shall assume full responsibility for any loss of or damage to any property, and for any personal injury, including death, of any person, that may be caused by the acts or omission of its security guards and supervisors/security officers assigned to the PMO PROPERTIES. Any and all accidents or similar occurrences involving any and/or all persons within the PMO PROPERTIES shall be the sole responsibility of the SERVICE PROVIDER.
- 6.4. The SERVICE PROVIDER shall hold PMO free and harmless from any and all liabilities or claims for loss or damage to property or for personal injury, including death, which PMO, its officials, employees and personnel or third persons may suffer by reason of the performance or non-performance of the obligations of the SERVICE PROVIDER under the contract.

## **7. Performance Security**

- 7.1. The SERVICE PROVIDER shall present and deliver to PMO, within ten (10) calendar days from its receipt of the Notice of Award from PMO and in no case later than the signing of this Contract by both parties, a Performance Security in Philippine currency in any of the forms listed hereunder, with proof of payment of the required premium therefor, as security for the faithful performance by the SERVICE PROVIDER of any and all its obligations under this Contract, and to cover any loss, damage or injury suffered by the PMO, its personnel or representatives or for which it may be made liable under the terms of this Contract. The Performance Security shall be in accordance with the following schedule:

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FORM OF SECURITY	MINIMUM AMOUNT IN % OF TOTAL CONTRACT PRICE
Cash or cashier's/manager's check issued by a Universal or Commercial Bank; <b><u>OR</u></b>	Five percent (5%) of the Total Contract Price
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; <b><u>OR</u></b>	
Surety Bond preferably issued by the Government Service Insurance System (GSIS); or Surety Bond issued by a private insurance company accompanied by a valid certification from the Insurance Commission that the insurance company is authorized to issue such security.	Thirty percent (30%) of the Total Contract Price
Performance Securing Declaration	Note: To be replaced with a performance security in any of the above forms upon lifting of the State of Calamity/community quarantine or similar restrictions.

- 7.2. The aforementioned Performance Security shall be maintained by the SERVICE PROVIDER and should remain valid for a period of **two (2) years** from the effectivity of the Contract.
- 7.3. It is understood, however, that the liability of the SERVICE PROVIDER shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by PMO, its personnel or representatives.
- 7.4. Accordingly, the SERVICE PROVIDER's Performance Security shall be forfeited in favor of PMO in case the SERVICE PROVIDER fails to comply with the terms and conditions of this Contract. Should the amount forfeited be insufficient to cover the loss, damage or injury incurred due to the fault of the SERVICE PROVIDER or its security personnel, the SERVICE PROVIDER shall pay the remaining balance. In this connection, the SERVICE PROVIDER hereby authorizes PMO to withhold payment of its security service fees until the amount of the said loss, injury or damage has been paid to PMO, or to directly offset such payment against the amount of the loss, injury or damage.
- 7.5. In addition to the instances enumerated in Section 7.1 above, the SERVICE PROVIDER's Performance Security shall likewise cover any and all claims for non-

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payment of wages, salary differentials or whatever monetary claims the security personnel may have against the SERVICE PROVIDER, to the extent of the work performed under the Contract. In such event, the liability of the SERVICE PROVIDER shall not be limited to the amount of the Performance Security but to the actual amount of valid claims of the security personnel of the SERVICE PROVIDER.

- 7.6. The cost of obtaining such Performance Security and maintaining the same throughout the period required shall be borne solely by the SERVICE PROVIDER.
- 7.7. Failure of the SERVICE PROVIDER to present and deliver to PMO the Performance Security within the period required in Section 7.1 and to maintain the same for the duration specified in Section 7.2 shall be sufficient ground for PMO to terminate the Contract.

## 8. Consideration

- 8.1. For and in consideration of the services rendered hereunder, PMO during the existence of this Contract, shall pay the SERVICE PROVIDER the awarded contract amount, which shall be the ceiling amount. Payment shall be made to the SERVICE PROVIDER with the following conditions:
  - (1) PMO shall pay the SERVICE PROVIDER based on the latter's actual services rendered under the Contract/s, taking into account the actual number of security guards posted, their actual tour of duty and respective compensations per month. It is understood that the SERVICE PROVIDER's billings include all the statutory compensation and benefits due to its Security Guards.
  - (2) Wages shall be paid by the SERVICE PROVIDER at least once every two (2) weeks or twice a month at intervals not exceeding sixteen (16) days. If on account of *force majeure*, payment of wages by the SERVICE PROVIDER on or within the time herein provided cannot be made, the SERVICE PROVIDER shall pay the wages immediately after such *force majeure* ceases. Security guards posted in PMO PROPERTIES shall be paid through Automatic Teller Machines (ATM), and the SERVICE PROVIDER undertakes to implement this measure, at its own expense, within thirty (30) calendar days from the execution of this Contract. Maintenance cost of the ATM payroll account shall be the sole responsibility of the SERVICE PROVIDER, and shall not be charged to PMO or to its security personnel assigned to the PMO PROPERTIES.
- 8.2. Notwithstanding the abovementioned ceiling price, the consideration is subject to any change in the total number of guards required as provided for in Section 1.1.
- 8.3. Payment of the above-mentioned rates to the individual security guards shall be on the basis of eight (8) and twelve (12) working hours a day provided that the SERVICE PROVIDER ensures that each individual security guard assigned to the PMO PROPERTIES shall be provided with one (1) rest day after every six (6) days of work and no guard shall be made to render more than twelve (12) hours of duty within a 24-hour period except in cases of extreme necessity and only upon prior written permission of PMO.

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8.4. In the event that the Regional Tripartite Wages and Productivity Board (RTWPB) or any other competent authority issues a new and valid Order providing for an increase in the minimum wage during the effectivity of this Contract, the contract price shall be considered adjusted accordingly based on the published and authenticated rate/s, provided, however, that: (a) the adjustment shall be limited to the increment in the legislated minimum wage, and shall not apply or result to any increment in the other benefits of the security personnel, unless otherwise provided in the RTWPB Order, and (b) adjustment shall be made to the administrative or overhead cost (SERVICE PROVIDER Fee) of the SERVICE PROVIDER, on the basis of the adjusted minimum daily wage.

8.5. Payment of the SERVICE PROVIDER's billings shall be within thirty (30) working days from the date of submission thereof by the SERVICE PROVIDER to PMO, provided said billings are complete with all the required supporting documents and are in compliance with the requirements set by PMO in the processing of security billings under Section 8.6 *et seq* hereof.

8.6. The SERVICE PROVIDER shall submit the following as a prerequisite of payment:

(1) A Statement of Account, on monthly basis, accompanied by the Daily Time Records of its security personnel and the Summary Sheet showing the time rendered by the said personnel, i.e. the SERVICE PROVIDER must have submitted the semi-monthly report and the guard detail/schedule for the next 15/16-day-period, referred to in Sections 4.10, 4.11 and 8.7 respectively, as well as all other reports required under this Contract.;

(2) An affidavit executed either by the SERVICE PROVIDER's President or Treasurer, on a monthly basis, stating that during the payroll period concerned, it has paid its security personnel assigned to the PMO PROPERTIES their wages and other benefits in accordance with law, photocopies of the bank deposit slips evidencing online payment to its security guards assigned to the PMO PROPERTIES, and photocopies of the payroll journal, and photocopies of the payslips bearing the signatures of the concerned guards attesting to receipt of payment from the SERVICE PROVIDER;

(3) An affidavit executed either by SERVICE PROVIDER's President or Treasurer, on a quarterly basis, certifying that timely, complete and correct payments/contributions (including employer's share/contribution, as applicable) were made by the SERVICE PROVIDER to the SSS, Philhealth, Pag-ibig and State Insurance Fund, for the benefit its security personnel assigned to PMO PROPERTIES, and shall likewise certify that timely and correct payments/contributions were made by the SERVICE PROVIDER to a Retirement Fund, maintained with a licensed and reputable fund manager, for the benefit of the said personnel.

PMO reserves the right to require the submission of other documents to support or accompany the SERVICE PROVIDER's billings.

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8.7. In billing PMO for security services rendered under the contract, the SERVICE PROVIDER shall comply with the following requirements as supporting documents to the Statement of Account:

- (a) Daily Time Records (DTRs) should be completely and properly accomplished.
  - i. Photocopied or typewritten DTRs will not be allowed as supporting papers. A DTR must be accomplished in handwriting by the security guard concerned and must be certified by the SERVICE PROVIDER's authorized representative/s.
  - ii. Total number of days worked must be clearly stated in the DTR.
  - iii. Military time must be used in indicating "time-in" and "time-out," e.g. 0600H-1400H.
  - iv. Signature of the security guards in the DTR should tally with his/her specimen signatures in his/her 201 file.
  - v. Any alteration in the DTRs should be initialed by the concerned security guards and detachment commanders.
- (b) Claim cut-offs for the month should be synchronized on the 15<sup>th</sup> and 30<sup>th</sup>/31<sup>st</sup> only.
- (c) Summary sheet should be signed by the SERVICE PROVIDER's authorized representative(s) and should tally with the DTRs as to:
  - i. Guard's name assigned in every detachment;
  - ii. Number of days rendered per guard; and
  - iii. Number of days a guard was absent.
- (d) Any decrease or increase in the number of guards and any re-shuffling of the guard/s, or any removal or replacement of the guards, shall be with the prior written consent and approval of PMO before implementation.
- (e) Submission of Statements of Account and all supporting documents to PMO must be within the month following the month served; e.g., if the month served is July, the Statement of Account and all supporting documents for July must be submitted before the end of August. Statements of Account submitted in advance and statements of account submitted without or with incomplete supporting documents, shall not be processed. Statements of Account and the supporting documents must always be submitted in duplicate.

Non-compliance with any of the foregoing requirements shall be a ground or cause for cancellation/termination of the contract.

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- 8.8. The submission by the SERVICE PROVIDER of a false and/or fraudulent document or its failure to submit affidavits, clearances and other documents required to support or accompany its billings shall be sufficient ground for PMO not to pay the security services being billed and to terminate the contract.
- 8.9. Moreover, in the event that a security guard assigned to PMO PROPERTIES files a claim for unpaid wages or other employment benefits before the National Labor Relations Commission (NLRC) or other appropriate government entity, PMO reserves the right to withhold from the SERVICE PROVIDER's security service fees any amounts representing such claims.
- 8.10. All taxes payable to the government arising from the contract shall be borne solely by the SERVICE PROVIDER.

## **9. Compliance with Labor Laws and PMO Rules**

- 9.1. The SERVICE PROVIDER assumes full responsibility for its compliance with all existing labor laws, rules and regulations. The SERVICE PROVIDER undertakes to inform its security guards, at the time of their hiring, the wages and working conditions under which they are employed including, among others, the following:
- (a) The rate of pay for each month, week, day or hour;
  - (b) The method of computation of wages;
  - (c) The form, time and place of payment of wages;
  - (d) Any change with respect to any of the foregoing items; and
  - (e) PMO's rules and regulations on security as set forth by the PMO.

## **10. No Employer-Employee Relationship**

- 10.1 All security personnel of the SERVICE PROVIDER assigned to PMO PROPERTIES are not employees of PMO. The SERVICE PROVIDER shall assume full responsibility for the faithful and complete performance by the security guards of all their duties under the contract.
- 10.2. There being no employer-employee relationship between PMO and the SERVICE PROVIDER's security guards, PMO shall in no way be responsible for any claim for personal injury, wages and other employment benefits and other claims for damages, including death, arising out of, or in connection with, the performance of the guards' duties.
- 10.3. Should PMO be made liable for the SERVICE PROVIDER's failure to comply with any labor law, rule or regulation, the SERVICE PROVIDER obligates itself to indemnify PMO to the full extent of such liability, including litigation expenses and other charges, without need of any demand or legal action. In this regard, the SERVICE PROVIDER authorizes PMO to deduct from the SERVICE PROVIDER's security billings and/or Performance Security, all expenses incurred for such purpose, including expenses for official travel by PMO staff/officers, provided the expenses are duly supported by receipts and/or other acceptable proof of expense.

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**11. Free and Harmless Clause**

11.1 The SERVICE PROVIDER hereby assumes full responsibility for the proper conduct and efficient performance of its security personnel in the discharge of their duties and responsibilities contracted herein, and the SERVICE PROVIDER hereby holds PMO free and harmless from any and all claims that its security personnel might make against PMO in connection with the performance of their duties under this Contract.

**12. Inspection and Inventory**

12.1. PMO may conduct an inspection of the firearms, ammunitions, vehicles and other security equipment and paraphernalia issued by the SERVICE PROVIDER to its guards upon actual posting of the guards and at such other times as PMO may deem appropriate, to determine if the same are compliant with the Contract, and to ensure that adequate security is provided by the SERVICE PROVIDER to the PMO PROPERTIES and personnel.

12.2. PMO may, at any time, conduct an inspection of the guards’ performance to ensure the proper security of the PMO PROPERTIES, as well as the materials and equipment within the said premises.

12.3. This right of inspection by PMO shall not relieve the SERVICE PROVIDER from full responsibility for the adequate security and protection of the said premises and the contents thereof or absolve the SERVICE PROVIDER from liability for all acts or omissions of its security personnel. The SERVICE PROVIDER is required to send official representatives during inspections or inventory-taking of PMO personnel in PMO PROPERTIES annually, regardless of the three (3) year contract of services, in compliance with the annual submission of Report on Physical Count of Property, Plant and Equipment (RPCPPE) to the Commission on Audit (COA).

**13. Assignment of Rights**

13.1 The SERVICE PROVIDER shall not assign any of its rights and obligations under the contract to any party.

**14. Settlement of Disputes and Venue of Actions**

14.1. Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the “Arbitration Law”, Republic Act No. 9285, otherwise known as the “ADR Act of 2004” and the Supreme Court’s Special Rules on Alternative Dispute Resolution.

14.2. In the event of litigation arising from/relating to the terms and conditions of this Contract, the parties herein expressly agree that the venue of such court actions shall be Makati City, and the SERVICE PROVIDER hereby expressly waives any other venue.

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14.3. For breach by the SERVICE PROVIDER of any of the stipulations, conditions, warranties, representations or obligations contained herein as determined by PMO, the latter shall retain, as liquidated damages, all sums of money due to the SERVICE PROVIDER. Any consideration, concession, tolerance or relaxation of any provision hereof shall not be interpreted as a renunciation on the part of PMO of any of its rights granted under this Contract.

## 15. Period of Engagement

15.1 The contract period shall be until December 31, 2022, unless sooner terminated by either party by serving a written notice of termination upon the other party at least thirty (30) calendar days before the effective date of termination. Should the SERVICE PROVIDER exercise such right of pre-termination, PMO shall be entitled to withhold the proportionate consideration under item 8 hereof from the SERVICE PROVIDER for services not completed as of the date of termination.

15.1.1 PMO, however, may immediately cancel or terminate the contract upon written notice to the SERVICE PROVIDER and without need of court action, should any of the grounds enumerated under item 15.1 hereof exist.

15.2. Pursuant to 2016 Revised IRR of RA 9184 on the Revised Guidelines on the Extension of Contracts for General Support Services, and upon written agreement by the parties, the contract may be extended on a month-to-month basis not exceeding one (1) year. Upon the agreed extension of the contract, the SERVICE PROVIDER shall likewise adjust the validity of the Performance Security, if necessary.

15.3. Should the SERVICE PROVIDER exercise the right of pre-termination under Section 15.1 hereof, PMO shall be entitled to withhold the proportionate consideration under Section 8 hereof from the SERVICE PROVIDER for services not completed as of the date of termination.

15.4. PMO reserves the right to begin pulling out security guards from the outgoing security SERVICE PROVIDER, anytime within the two (2)-month period prior to expiration of the contract period, to facilitate the inventory-taking and posting of guards from the incoming security SERVICE PROVIDER. This shall be done by serving a written notice to the outgoing security SERVICE PROVIDER at least thirty (30) calendar days prior to the start of the pull-out.

15.5. The SERVICE PROVIDER shall not allow its License to Operate (LTO) or any of the licenses and permits of its security guards to expire during the contract period. Expiration of the LTO or any required permit or license of the SERVICE PROVIDER shall be a ground for the termination of the contract and the forfeiture of the Performance Security. The salaries/wages of guards with expired permits or licenses shall be borne solely by the SERVICE PROVIDER. The SERVICE PROVIDER holds the PMO free and harmless from liability for any damage or injury arising out of or in connection with non-compliance with this requirement.

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15.6. The following documents shall be promptly submitted to the PMO by the SERVICE PROVIDER as mandatory requisites for all outgoing agencies:

- (a) Notarized Certification by either the SERVICE PROVIDER's President or its Treasurer, that the SERVICE PROVIDER had already paid in full the wages and other employment benefits due and required under the labor standards law to its security guards assigned to PMO PROPERTIES.
- (b) Notarized Waiver, Quitclaim and Release executed by the SERVICE PROVIDER's President or Treasurer, stating that the SERVICE PROVIDER has been fully paid under the contract, and that the SERVICE PROVIDER releases, quitclaims and forever discharges PMO, its officers and employees, administrators, agents and assigns from any claim, cause or causes of action arising out of, in connection with, or by reason of, the contract.
- (c) Notarized Deed of Undertaking executed by two (2) responsible officers of the SERVICE PROVIDER with sufficient real property, in favor of PMO wherein they obligate themselves, jointly and severally, to render PMO, its officers and employees, administrators, agents and assigns, free and harmless from any claim, cause or causes of action arising out of, or in connection with, or by reason of, the employment of the security guards by the SERVICE PROVIDER to safeguard the assets of PMO, including but not limited to losses or damages of whatever kind and nature, either known or subsequently arising.
- (d) Notarized Certification by the SERVICE PROVIDER that all SSS (SBR, R5 & R3), Philhealth, Pag-ibig and State Insurance Fund contributions and other fees payable on behalf of the guards concerned, including contributions to the Retirement Fund, were made until the last day of pull-out of the SERVICE PROVIDER's security guards. The supporting list showing the names of guards whose abovementioned contributions have been paid should also be submitted to PMO.

For purposes of this provision, PMO shall have the prerogative to withhold from the SERVICE PROVIDER's final billing for security service fees an amount corresponding to the services rendered for at least two (2) months prior to the expiration or termination of the contract, including its Performance Security, and the PMO shall only release the same upon complete submission by the SERVICE PROVIDER of the above-enumerated documents/requirements.

## **16. Termination/Cancellation of the Contract by PMO**

16.1. Owing to the nature of the services to be rendered by the SERVICE PROVIDER, affecting the security of both life and property, PMO shall have the right, upon written notice to the SERVICE PROVIDER and without need of any action in court, to immediately and unilaterally cause the cancellation/termination of the contract, wholly or in part, on any of the following grounds:

- (a) Revocation by the PNP/SOSIA of the SERVICE PROVIDER's License to Operate (LTO);

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- (b) Expiration or suspension of the SERVICE PROVIDER's LTO;
- (c) Expiration or cancellation of the SERVICE PROVIDER's Certificate of Registration as Contractor issued by the Regional Office of the Department of Labor and Employment where the SERVICE PROVIDER principally operates;
- (d) Failure of the SERVICE PROVIDER to maintain its Performance Security within the period specified in item 7.5 hereof;
- (e) Failure of the SERVICE PROVIDER to provide a new and replacement Performance Security as provided under item 6.2 hereof;
- (f) Expiration or suspension of the license or permit of any of the security guards assigned to PMO PROPERTIES, or of any other license or permit necessary for the performance of the SERVICE PROVIDER's obligations under the contract;
- (g) When the misconduct, fault or negligence of the SERVICE PROVIDER or its security personnel, or a violation by the SERVICE PROVIDER of its obligations, results in physical injury or death to other security personnel of the SERVICE PROVIDER, or to PMO personnel or third parties; or when such misconduct, fault, negligence or violation causes loss of or damage to PMO PROPERTIES or properties of PMO personnel or third parties;
- (h) Non-payment by the SERVICE PROVIDER of the salaries/wages and other employment benefits of its security guards/employees assigned to PMO PROPERTIES. The SERVICE PROVIDER's non-collection for security services from PMO should not, at any time, be used by the former as an excuse for not paying its guards;
- (i) Non-remittance/non-payment by the SERVICE PROVIDER of the compulsory social security benefit required contributions (including the employer's share/contribution, as applicable) to the SSS, Philhealth, Pag-Ibig, State Insurance Fund and the Retirement Fund.;
- (j) Any false, misleading or fraudulent representation made by the SERVICE PROVIDER in connection with the procurement or bidding process, or in connection with the implementation of, or the performance of its obligations under, the contract;
- (k) The SERVICE PROVIDER has engaged or is engaging in corrupt or collusive or coercive or obstructive practices defined in **ITB 4** or is engaging in unlawful or unethical business or employment practices;
- (l) Loss of confidence in the SERVICE PROVIDER;
- (m) Any decrease or increase in the number of guards and/or reshuffling of the guard/s, or any removal or replacement of guards, without the prior written approval of PMO;

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- (n) Failure of the SERVICE PROVIDER to cause the withdrawal, replacement, decrease or increase of posting and number of guards as required by PMO;
- (o) Failure of the SERVICE PROVIDER to comply with the requirements for billing under item 8 hereof;
- (p) Failure of the SERVICE PROVIDER to submit the clearances, affidavits and documents required under item 8 hereof, or the submission by the SERVICE PROVIDER of false or fraudulent documents;
- (q) Failure of the SERVICE PROVIDER to implement the payment of wages and other legal entitlements of its security guards posted at PMO PROPERTIES through Automated Teller Machine (ATM) in accordance with the contract;
- (r) Failure of the SERVICE PROVIDER or its security personnel to comply with their obligations under the contract; or
- (s) Violation by the SERVICE PROVIDER of any of the provisions of the contract.

For this purpose, a written notice of cancellation/termination of contract by the PMO shall be sufficient to give immediate effect to the unilateral cancellation/termination of the contract.

16.2. In case of cancellation or termination of the Contract, the SERVICE PROVIDER shall not be entitled to any right other than those which may have accrued at the time of the cancellation or termination of the Contract.

16.3. The SERVICE PROVIDER shall immediately and without need of demand, and in no case later than five (5) days from receipt of written notice of the termination of the Contract, indemnify PMO for any loss or damage it has sustained on account of any of the foregoing grounds for cancellation/termination.

16.4. In case of cancellation or termination of the Contract under Section 16.1 hereof, the SERVICE PROVIDER shall submit such quitclaims, releases or undertakings as PMO may require, including the documents enumerated in, and subject to the conditions under, Section 15.6 hereof.

## **17. Validity Clause**

17.1. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

## **18. Miscellaneous**

18.1. PMO reserves the right to withhold payment to the SERVICE PROVIDER in the event that the SERVICE PROVIDER fails to comply with the requirements, commitments and obligations contained herein.

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- 18.2. The SERVICE PROVIDER represents and warrants that it has full and legal capacity to enter into and perform its obligations under this Contract,
- 18.3. The SERVICE PROVIDER warrants that it carries on an independent business and has substantial capital or investment as well as qualified and reliable personnel, which are necessary for the conduct of its business and the performance of its services under this Contract.
- 18.4. The SERVICE PROVIDER shall secure and maintain, at its own expense, all registration, licenses or permits required by National or Local Laws. It shall comply with the rules, regulations and directives of regulatory authorities and commissions, and shall pay all fees or charges payable to duly constituted authorities, relating to the services to be performed under this Contract.
- 18.5. PMO's remedies under this Contract shall be cumulative and non-exclusive, and shall be without prejudice to any other remedies available to it under applicable laws, rules and regulations.
- 18.6. Failure by PMO to enforce any provision of this Contract shall not constitute a waiver or affect its right to require the future performance thereof, nor shall its waiver of any breach of any provision of this Contract constitute a waiver of any subsequent breach or nullify the effectiveness of any provision. Any delay by PMO in exercising its right shall not operate as a waiver of that or any other right, and a defective or partial exercise by PMO of any of its rights shall not preclude the further exercise of that or any other right. No waiver shall be binding unless made in writing and signed by PMO.

Conforme by:

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*Signature over Printed Name of  
Authorized Signatory*

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*Designation/Position Title*

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*Company Name*

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*Bidder's Address*

## Annex A: Schedule of Deployment and Requirements

LOT A: VARIOUS LOCATIONS (NATIONAL CAPITAL REGION (NCR) / LUZON / VISAYAS / MINDANAO)								
AoR	1st Shift	2nd Shift	3rd Shift	Total No. of Guards	Type of Uniforms	Firearms	Vehicles	Other Requirements
<b>PMO BUILDING</b> , Makati City (12 Hours Duty)	6	3		9	Type B-WHITE and Barong or Polo Barong uniform for DC and SIC	6 units licensed pistols	None	6 licensed handheld radios, 1 smartphone w/ at least 12 megapixel camera, 2 handheld metal detectors, 1 pole easy fold stretcher, 1 standard size wheel chair, 1 under chassis mirror
<b>STA. CRUZ AGRO INDUSTRIAL CORP. (SCAIC)</b> , Bagbaguin, Valenzuela City (12 Hours Duty)	1	1		2	Type A - BLUE	1 unit licensed shotgun	None	1 smartphone w/ at least 12 megapixel camera and 1 under chasis mirror
<b>LUZON AGGREGATES, INC.</b> , Norzagaray, Bulacan (8 Hours Duty)	1	1	1	3	Type A - BLUE	1 unit licensed shotgun	1 bicycle	1 smartphone w/ at least 12 megapixel camera
<b>PARAGON PAPER INDUSTRIES, INC.</b> , Hermosa, Bataan (8 Hours Duty)	2	1	1	4	Type A - BLUE	1 unit licensed shotgun & 1 unit licensed	1 motorcycle	1 smartphone w/ at least 12 megapixel camera
<b>LANDOIL RESOURCE CORPORATION</b> , Mariveles, Bataan (12 Hours Duty)	4	0		4	Type A - BLUE	3 units licensed shotgun & 1 unit licensed	None	1 smartphone w/ at least 12 megapixel camera, 4 licensed radios
<b>DBT INTEGRATED HOMES, INC.</b> , Angono, Rizal (8 Hours Duty)	1	1	1	3	Type A - BLUE	1 unit licensed shotgun	None	1 smartphone w/ at least 12 megapixel camera
<b>PIONEER GLASS MANUFACTURING CORP.</b> , Rosario, Cavite (8 Hours Duty)	1	1	1	3	Type A - BLUE	1 unit licensed shotgun	1 bicycle	1 smartphone w/ at least 12 megapixel camera
<b>BAGACAY MINES</b> , Hinabangan, Western Samar (8 Hours Duty)	1	1	1	3	Type A - BLUE	1 unit licensed shotgun	1 motorcycle	1 smartphone w/ at least 12 megapixel camera
<b>BASAY MINING CORPORATION</b> (Pier and Mine Site), Cotcot and Maglinao, Negros Oriental (8 Hours Duty)	4	4	3	11	Type A - BLUE	3 units licensed shotguns & 1 unit licensed pistol	2 motorcycles	4 licensed handheld radios w/ base and 2 smartphone w/ at least 12 megapixel camera
<b>NONOC MINING &amp; INDUSTRIAL CORP.</b> (NMIC), Nonoc Island, Surigao City (8 Hours Duty)	5	5	5	15	Type A - BLUE	4 units licensed shotguns & 1 unit licensed pistol	1 motorcycle and 1 unit 4-wheeled vehicle	5 licensed handheld radios with 1 base and 1 smartphone w/ at least 12 megapixel camera
<b>Total</b>	26			57		16 licensed shotguns 10 licensed pistols	2 bicycles 5 motorcycles 1 4-w heeled vehicle	•11 smartphone w/ at least 12 megapixel camera •19 licensed handheld radios •2 handheld metal detectors •1 pole & easy fold stretcher (heavy duty) •1 wheelchair (standard size) •2 under chassis mirrors

LOT B: PDAF - MLC								
AoR	1st Shift	2nd Shift	3rd Shift	Total No. of Guards	Type of Uniforms	Firearms	Vehicles	Other Requirements
PDAF - Mile Long Complex, Makati City (12 Hours Duty)	11	11		22	Type B-WHITE and Barong or Polo Barong uniform for DC and SIC	11 units licensed pistols	1 motorcycle	11 licensed handheld radios and 3 handheld metal detectors, 1 smartphone w/ at least 12 megapixel camera, 1 pole & easy fold stretcher, 1 standard size wheel chair and 2 under chassis mirror

- *Type A - BLUE Uniform (Fast navy blue, thick fabric for the trousers and other required paraphernalia)*
- *Type B - WHITE Uniform - A special set of security personnel uniform (Long sleeves with button cuffs, shoulder straps, 2-breast pockets with cover) flaps. The Shirting materials shall be fabric and other paraphernalia.*
- *Follow the prescribe proper placement of patches and other accoutrements under SOSIA Resolution No. 2016-001.*
- *Shotguns must be fully loaded plus a number of extra rounds of ammunitions equal to the full load*
- *All pistol issued must be fully loaded with ammunitions plus twice the number of rounds in an ammunition belt.*
- *All radios are directly linked to the agency's office/branch.*
- *Motorcycles and other vehicles shall be provided by the Agency with enough and regular maintenance (i.e.; gasoline, parts, etc.) at no cost to guards and PMO.*

***Section IX. 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

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**Form 1**); **and**
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (**Form 2**); **and**
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration (**Form 3**); **and**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS) (**Form 4**); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of

Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (**Form 5**);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

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

**II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (m) Original of duly signed and accomplished Financial Bid Form (**Form 6**); **and**
- ☐ (n) Original of duly signed and accomplished Price Schedule(s) (**Form 7**).

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

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

## *Section X. Bidding Forms*

**Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, whether Similar or Not Similar in Nature and Complexity of the Contract to be Bid**

---

A. Government

Project Details a) Project Title b) Agency/Company c) Contract Amount/Value d) Contract Duration/Period e) Date Started	Kinds of Goods to be Supplied	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
		Planned	Actual	
1.				
2.				

B. Private

Project Details a) Project Title b) Agency/Company c) Contract Amount/Value d) Contract Duration/Period e) Date Started	Kinds of Goods to be Supplied	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
		Planned	Actual	
1.				
2.				

Note: The following documents must be attached to this Form: (a) Notice of Award and/or Contract, and (b) Notice to Proceed.

This is to certify that the above statement is true and correct.

---

Signature over Printed Name of Authorized Representative

**Statement of Single Largest Completed Contracts (SLCC) Similar to the Contract to be Bid**

Project Details	Contract Amount	Description of the Project or Major Categories of Work Similar to the Contract to be Bid
a) Project Title b) Agency/Company c) Contract Duration/Period d) Date Started e) Date Completed	a) Value as Awarded b) Value adjusted to current prices using PSA consumer price indices, when necessary	
a)		
b)		
c)		
d)		
e)		

Note:

*The following documents must be attached to this Form: (a) End-User’s Acceptance, or (b) Official Receipt(s) or Sales/Service Invoice issued for the completed contract.*

*The End-User’s Acceptance must have the following details:*

- a) Name of the Project Owner that issued the certificate;*
- b) Name of Contractor/Service Provider;*
- c) Name of Contract; and,*
- d) Contract Duration*

This is to certify that the above statement is true and correct.

---

Signature over Printed Name of Authorized Representative

**Bid Securing Declaration Form**

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

---

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

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

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

I/We, the undersigned, declare that:

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

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

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

**[Jurat]**

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

**Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

---

A. Summary of the Bidder’s assets and liabilities on the basis of the attached Audited Financial Statements stamped “RECEIVED” by the Bureau of Internal Revenue (BIR) or its authorized collecting agent, for the immediately preceding year.

	PARTICULARS	AMOUNT
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

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

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

K= 15

NFCC= ₱ \_\_\_\_\_

Submitted by:

*Authorized Signature*  
*Name & Title of Authorized Signatory*  
*Name of Bidder-Agency*  
*Bidder’s Address*

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

---

**BID FORM**

Date : \_\_\_\_\_  
 Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None") ]

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**PRICE SCHEDULE(S)**

*Please download the Excel File of Form 7 from the PMO website at [www.pmo.gov.ph](http://www.pmo.gov.ph) or you may contact the BAC Secretariat at the given contact details in the Invitation to Bid to request for a copy.*

## Contract Agreement Form for the Procurement of Goods (Revised)

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

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### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ 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.**

3. 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.
4. 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 Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

**Performance Securing Declaration (Revised)**

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

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

**PERFORMANCE SECURING DECLARATION**

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/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*

**[Jurat]**

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

**Certification Attesting to the Qualifications of the Guard**  
*[it shall be submitted within ten (10) days after receiving the Notice of Award]*

(AGENCY LETTERHEAD)

**C E R T I F I C A T I O N**

This is to certify that (Name of Security Guard), who will be assigned to the Privatization Management Office (PMO), is fully qualified to act as a security guard and to perform the security services required under our Security Contract with PMO.

(Name of Security Guard):

- a) is a Filipino citizen;
- b) is a high school graduate (*indicate educational attainment if beyond high school*);
- c) is physically and mentally fit, based on medical and neuro-psychiatric certification/clearance;
- d) is not less than 18 years of age nor more than 50 years old;
- e) is at least 5 feet and 4 inches (5'4") in height;
- f) of good moral character, has no criminal or derogatory record, and has been properly cleared by the Philippine National Police (PNP) and National Bureau of Investigation (NBI), the barangay the guard resides in, as well as the Prosecutor's Office, the Regional Trial Court, the Metropolitan Trial Court or other first-level court, and the police department, of the city or municipality where the guard resides;
- g) possesses the proper license to act as a security guard or security officer (License for the Detachment Commander/Head Guard and Shift-in-charge); is a holder of a valid License to Exercise Profession issued by the PNP/ Supervisory Office for Security and Investigation Agency (PNP/SOSIA)
- h) is duly licensed to bear firearms;
- i) has tested negative for use of any prohibited drug;
- j) has received proper and sufficient training as a security guard;
- k) does not possess any of the disqualifications enumerated in Rule V of the Implementing Rules & Regulations of Republic Act No. 5487, as amended;
- l) has received a five (5)-day refresher-training prior to posting;
- m) (*Such other qualifications as PMO may deem necessary.*)

Attached hereto is the original of (Name of Security Guard)'s License to Exercise Profession issued by the PNP/SOSIA.

Date: \_\_\_\_\_

*Agency's Authorized Representative*  
*Signature:*  
*Name:*  
*Position:*

