

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF ANNUAL SECURITY SERVICES FY 2023

Government of the Republic of the Philippines

**Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described,

detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE PROCUREMENT OF ANNUAL SECURITY SERVICES FY 2023


1. The **Center for International Trade Expositions and Missions (CITEM)**, through the **Corporate Operating Budget of CY 2023** intends to apply the sum of **Three Million Nine Hundred Sixty-Eight Thousand and Four and 60/100 Pesos (Php3,968,004.60)** being the ABC to payments under the contract for the **Procurement of 12 Months Security Services for the Center for International Trade Expositions and Missions**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Center for International Trade Expositions and Missions (CITEM)** now invites bids for the above Procurement Project. Delivery of the Goods is required for **twelve (12) months after receipt of Notice to Proceed**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.



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

4. Prospective Bidders may obtain further information from **Center for International Trade Expositions and Missions (CITEM)** and inspect the Bidding Documents at the address given below during *Monday to Friday, 8:00AM - 5:00PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **18 January 2023** from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Four Thousand Pesos (Php 4,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means. *Payment shall be made thru CITEM Bank Account below, a copy of bank deposit slip should be emailed to the BAC Secretariat:*
 - o Bank : Landbank of the Philippines
 - o Account Name : CITEM
 - o Account Number : 1772 1038 63
 - o Bank Address : LBP Century Park (Harrison Plaza) Branch
 - o Swift Code : TLBPPHMM

6. The **Center for International Trade Expositions and Missions (CITEM)** will hold a Pre-Bid Conference on **31 January 2023, 2:00PM** via Zoom which shall be open to prospective bidders. Please set your Zoom name into this format: *Name Surname_Company Name*. Below is the access the conference:

 <https://zoom.us/j/8549547139>

 854 954 7139

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **14 February 2023, 02:00PM**. **Late bids shall not be accepted.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **14 February 2023, 02:00PM via Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Please set your Zoom name into this format: Name Surname_Company Name. Below is the access the conference:
 <https://zoom.us/j/8549547139>
 854 954 7139.
10. Bidders may access the prescribed forms and sample formats in this link: <https://bit.ly/3XBUh4P>
11. The **Center for International Trade Expositions and Missions (CITEM)** 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.
12. For further information, please refer to:

CITEM-BAC Secretariat

Center for International Trade Expositions and Missions
Golden Shell Pavilion
Roxas Blvd. Cor. Sen. Gil Puyat Ave., Pasay City
Tel no. +63(2) 8-831-2201 loc. 294/309
Email: citembac@citem.com.ph
Website: www.citem.com.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <https://citem.gov.ph/procurement/invitation-to-bid>

18 January 2023



ATTY. ANNA GRACE I. MARPURI
Chairman, CITEM-Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Center for International Trade Expositions and Missions (CITEM)** wishes to receive Bids for the **PROCUREMENT OF ANNUAL SECURITY SERVICES**, with identification number **CITEM 2023-0015**.

The Procurement Project (referred to herein as "Project") is composed **PROCUREMENT OF ANNUAL SECURITY SERVICES**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **Corporate Operating Budget for 2023** in the amount of **Three Million Nine Hundred Sixty-Eight Thousand Four and 60/100 Pesos (Php3,968,004.60)**.
- 2.2. The source of funding is GOCC, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

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.***

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time **via Zoom** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.

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

2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed 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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **120 calendar days upon 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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. PROCUREMENT OF ANNUAL SECURITY SERVICES b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting shall not be allowed.
10	<p>Statement of the Bidder's SLCC similar to the contract to be bid shall contain the following:</p> <ul style="list-style-type: none"> i. Name of the completed contract with contract date, period and amount, which should correspond to the required percentage of the ABC to be bid. The value is adjusted to the current prices using the Philippine Statistics Authority consumer price indices, when necessary; ii. The relevant period or delivery date when the said SLCC was completed; attach end user's acceptance or official receipt(s) or sales invoice issued for the contract, and; Definition or description of the similar project or major categories of work. <p>Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started shall contain the following:</p> <ul style="list-style-type: none"> i. Names of outstanding contracts with other contracting party, i.e., Procuring Entity or private company allowed by the rules, contract date, period and amount or value; and ii. Kinds of Goods and dates of delivery.
12	<i>The price of the Goods/Services shall be based on the current market prices and minimum wage orders and other relevant laws</i>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php79,360.09, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php198,400.23, if bid security is in Surety Bond.
19.3	The Project is bid as Single Lot.
20.1	Bidder is required to submit copy of valid DOLE Certificate of Registration. (Labor Code of the Philippines as implemented by DOLE Department Orders 174, s. 2017 and 18-A, s.2011).
21.2	<i>No additional requirement.</i>

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 or Framework Agreement 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

GCC Clause	
1	<p>Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: “The delivery terms applicable to the Contract are DDP delivered at CITEM, Golden Shell Pavilion, Roxas Boulevard, Pasay City. In accordance with INCOTERMS.” “The delivery terms applicable to this Contract are delivered at CITEM, Golden Shell Pavilion, Roxas Boulevard, Pasay City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.” Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Atty. Anna Grace I. Marpuri, OIC-DM, Corporate Services Department</p>
2.2	Payments are governed by the government auditing and accounting rules.
4	The inspections and tests that will be conducted are: Inspection and evaluation of security services shall be conducted regularly

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	9mm Pistol with ammo loaded (maximum of 8-10 rounds per magazine) with one (1) extra clip	10		1 st day of contract effectivity
2	Handheld radio transceivers with individual chargers, headset, microphone and spare battery pack (UHF (preferred) or VHF capable)	10 units (Office) 30 units (during exhibit, special events)		-do-
3	Reflectorized traffic vests	4		-do-
4	Bullhorn	1 (Office) 3 (exhibit, special events)		-do-
5	Raincoats	6		-do-
6	Rain boots	6		-do-
7	Metal detector	4		-do-
8	Heavy duty umbrellas	8		-do-
9	Rechargeable LED Search Light (Imarflex)	6		-do-
10	Steel cabinet 4 layers	1		-do-
11	Office basic supplies (assorted) -Batteries -Log book -Bond papers -Ball pen -Time cards	As required/ needed		-do-
12	Medical/Emergency Kit for each Post complete with medical/ emergency supplies/medicine for emergency, to be replenished as needed	As required/ needed		-do-

Security Services for Center for International Trade Expositions and Missions

SUMMARY OF MANPOWER COMPONENT
Distribution of Guard Deployment

Posting	Number of Posted Guard			Remarks	No. Of Hours	
	1 st Shift 6AM-2PM	2 nd Shift 2PM-10PM	3 rd Shift 10PM-6AM		Mon to Fridays	Sat/Sun
Buendia Gate	1	1	1	Open 24 hrs.	24	24
Main Door	1	1	X	Open 24 hrs. SIC will cover duty for 3 rd shift	16	16
Garage Parking	1	1	1	Open 24 hrs.	24	24
Shift-in-Charge	x		1	To cover 3 rd shift duty at the Main door	12	12
Detachment Commander	1		X	Post duty at Backdoor during 6am-8am 11am-1pm and 4pm-6pm Post duty at Side Door during 8am-11am and 1pm-4pm or as relievier during meal and CR break	12	12
Total No. of Security guards per shift	4	3	3	10	88	88
					176	

Note: Posts and number of hours per post may change as needed

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company/Bidder

Signature over printed Name of Authorized Representative

Date

Section VII. Technical Specifications

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

Item	Specification					Statement of Compliance
	Scope of Work Provision of Security Services for the Center for International Trade Expositions and Missions (CITEM), including tools, equipment, materials and supplies necessary, appropriate and incidental for the optimum operation and maintenance to ensure that the entire office/installation/properties and premises, to include its assets are secured, protected and maintained at all times. The scope of work also includes the performance and/or conduct of personnel, property, and events security management; office rules, regulation and policy enforcement, disaster preparedness and mitigation management and investigation and intelligence administration in all areas covered by this contract					
	Security Detail/Posting					
	Position/Post	No. of Pax	No. of days	No. of hrs.	Time	
	Detachment Commander	1	7	14 hrs. (DS)	6am -8pm	
	Shift-In-Charge	1	7	10 hrs. (NS)	8pm – 6am	
	Buendia Gate Main Door Garage/ Parking	6	7	8 hrs. (DS)	6am-2pm 2pm-10pm	
	Buendia Gate Garage/ Parking	2	7	8 hrs. (NS)	10pm-6am	
	Functions and Responsibilities Provide security services to CITEM for a period of twelve (12) months. It shall effectively and continuously safeguard and protect the guests, personnel, premises, and properties of CITEM from theft, pilferage, robbery, damage or loss, malicious mischief, trespass, assault or other unlawful and destructive acts by strangers or any person. It shall also enforce various office rules and regulations which CITEM may promulgate from time to time.					
	Provide the CITEM with qualified, licensed, bonded, uniformed and highly trained security guards who shall guard and protect the properties and premises of CITEM, 24 hours daily, including Saturdays, Sundays and holidays. The guard shall be posted and distributed in accordance with the CITEM schedule of guard assignment. The guards shall likewise possess the qualifications prescribed in RA No. 5487 as amended by Presidential Decree					

	No. 11-A dated January 17, 1973 entitled "An Act to Regulate the Organization and Operation of Private Detective, Watchman of Security Guard Agencies."	
	Equip each detailed guard with firearm and ammunitions, equipment, and other paraphernalia whenever on duty as prescribed by pertinent laws and regulations	
	Thoroughly inspect and maintain adequate control of all incoming and outgoing persons, including vehicles containers, bags and properties entering and leaving CITEM premises, offices, and installations.	
	Prevent entry done of unauthorized persons in the area, and if this cannot be done peacefully, it is within the guard's normal duty to report the same to CITEM management for proper actions.	
	Ensure that all guards shall follow the rules and regulations which the CITEM may issue.	
	Discipline, supervise and control its security guards in accordance with RA 5487 as amended	
	Replace any guard within 72 hours upon request by CITEM in writing due to, but not limited to, unsatisfactory performance.	
	Comply with pertinent provisions of all relevant laws such as, but not limited to the Labor Code, living allowance, 13 th month pay, PD No. 351, Minimum Wage Law, PhilHealth, Social Security Law and the Employees Compensation Act. It is understood that the winning bidder is an independent contractor and therefore, there is no employee-employer relationship between the CITEM and the winning service provider	
	Conduct investigation, upon request by CITEM, on breach of security by any person within CITEM premises including commission of crimes against person or property and to submit an initial report within 24 hours.	
	Submit a report of day-to-day operational activities and contingency and emergency plans in case of industrial unrest, public disorder, and natural calamities.	
	Submit to CITEM a weekly report to CITEM to be delivered not later than the 3 rd working day for the following week regarding the manner the security agency rendered security protection to CITEM. The winning bidder shall, at all times, maintain a Daily Logbook in all guard posts where daily events are entered which shall always be available for inspection by any authorized personnel of CITEM	
	Be liable to CITEM for any loss, theft, robbery, pilferage, damage or injury to life/property under its protection during the hours guarded by security force or representative of the winning bidder. Likewise, the winning bidder shall also be liable whenever the loss, theft, etc. is due to the fault or negligence contributed to the cause of, and/or aggravated the said damage unless such loss, theft, damage or injury is found attributable to the fault or negligence of CITEM or its agents or is due to force majeure or fortuitous events. Replacements/payment of the lost item shall be made within 30 days upon establishments of negligence on the part of the concerned security guard.	
	Hold CITEM free from any claim arising out of personal injury, death, unpaid wages/benefits or for damages caused by the guard for himself, or to others, whether or not the same arose out of or in the performance of duties. In the event that CITEM shall be liable arising from failure of the winning bidder to act immediately on any of the above claims for which the winning bidder is liable under the law, the CITEM shall be entitled to deduct any and all amount that it may have been called upon to pay from monthly service fees due the winning bidder.	
	Assume full responsibility for any loss or damage to CITEM premises or of third parties received by or placed under the custody of the guards when such loss or damage is due to the fault or negligence of the guards contributed to the cause of or aggravated the loss or damage.	

	<p>Provide the following additional equipment in the adequate quantity indicated opposite each equipment:</p> <ol style="list-style-type: none"> 1. 9mm Pistol with ammo loaded with 1 extra clip (4 unit) 2. Handheld radio transceivers with individual chargers, headset, microphone and spare battery pack (UHF preferred) or VHF capable) (10s units for office, 30 units during trade fair events) 3. Reflectorized traffic vest (4pcs) 4. Bullhorn (1pcs for office, 3 for exhibits) 5. Raincoats (6pcs) 6. Rain boots (6pcs) 7. Metal detector (4pcs) 8. Heavy duty umbrellas (8pcs) 9. Rechargeable Search Light (6pcs) 10. Steel Filing cabinet 4 layers (1pc) 11. Office basic supplies (as required) <p>-Batteries, Log books, Bond papers, Ball pen, time cards</p> <ol style="list-style-type: none"> 12. Medical Kit for each Post complete with medical supplies/medicine for emergency, to be replenished as needed. 	
	<p>Pay the salaries, benefits and other incentives and allowances of all guards, in a timely and efficient manner, in accordance with existing laws, rules and regulations.</p>	
	<p>Provide ATM-based payroll remittance system to the security guards</p>	
	<p>Present the following documents to the CITEM as basis for monthly payment:</p> <ol style="list-style-type: none"> a. Original copy of Monthly Deployment Report (MDR) with time cards duly accomplished by the Security Agency at the end of each month stating the names of the guards and supervisors, salary rates, and actual attendance; b. Proof of remittance of Premiums to SSS, PhilHealth, PAG-IBIG and ECC for the guards c. An affidavit that the salaries and allowances of its personnel in CITEM for that period being collected had been paid in accordance with all existing labor laws 	
	<p>Maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria which shall include among others the following – quality of service rendered time management, management and suitability of personnel, contract administration and management, and provision of regular progress reports.</p>	
	<p>Service Specifications</p> <p>The number of personnel that must be fielded shall be Ten (10) security guards strictly under the employment of the contractor who shall be subject to the pre-screening by the Shipping Travel Records and Documentation (STREDO) Division and whose Personnel Information Sheet including their appropriate clearances and licenses issued in accordance with existing laws and regulations.</p> <p>The security supervisors/officers and guards must possess the following qualifications:</p> <ol style="list-style-type: none"> 1. Physically and mentally fit and must have passed neuropsychiatric examination administered by the National Center Mental Health or any government hospital/clinic duly accredited to conduct such test. Proof of examination is required. 2. Must have undergone drug test and certified to by duly accredited government hospital or by the National Bureau of Investigation that he/she is not a drug dependent. Proof of test is required. 3. Must be a High school graduate for security guards. Must be college graduate for security officer. Proof is required. 4. Not less than twenty one (21) nor more than sixty (60) years of age. 5. Must be at least 5 feet tall. 	

	<p>6. Has undergone appropriate pre-licensing training course or its equivalent for Security Guards, and a Security Officer Training Course or its equivalent for Security Officer. CITEM will require the submission of certification of training, programs and workshops completed or attended by guards and officers.</p>	
	<p>Individual Documentary Requirements Per Proposed Personnel Personnel Information Sheet (PIS) to be presented to the Administrative Service Division before the day of formation (with complete attachment) of the security guards deployed in the CITEM, as follows:</p> <ol style="list-style-type: none"> 1. Resume/Bio Data 2. Transcript of Records 3. Diploma for College or Technical Course Graduate 3. NBI, Police and Barangay Clearance 4. Court Clearance (MTC and RTC) 5. Security License 6. SSS Number/E1/SSS ID 7. BIR TIN 8. Birth Certificate 9. Certificate of Good Standing from the Last Employer 10. Medical Certificate 11. Training Certificate/s 12. Neuro Psychiatric (NP) Result 13. Drug Test Result 	
	<p>Complete Uniform A complete set of uniform shall consist of the following: Complete set of uniform consists of CITEM required uniform (type, color and cut of uniform shall be in accordance with Sec 14 of RA 5847 as amended by PD 19190), handcuff, heavy duty flashlight, whistle, search stick, (batuta), tickler and ballpen and first aid kit) 3pcs for whole duration of 3 years CITEM may require security guards and/or supervisors to wear office Barong instead of the guard uniform. The Procuring Entity prohibits the winning bidder to charge the security guards to be assigned in CITEM for their uniforms.</p>	
	<p>Supplies Materials, Tools and Equipment The Contractor shall provide, on its account, all supplies, materials, tools and equipment necessary, appropriate and incidental to the performance of the job. Unless otherwise specified by CITEM, the supplies, materials, tools and equipment with their respective specifications will be utilized as listed in Section VI.</p>	
	<p>All firearms must be presented during the initial general formation. Firearms should be in good condition with complete load of ammunition No "Paltik (Danao made) or improvised firearms shall be issued to the security guards</p>	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post qualification, the same shall result to automatic disqualification of our bid.

Name of Company/Bidder

Signature over printed Name of
Authorized Representative

Date

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions,

- for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
- or**
- A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

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

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

