



PRESIDENTIAL COMMISSION ON GOOD GOVERNMENT

**PRESIDENTIAL COMMISSION
ON GOOD GOVERNMENT
BIDS AND AWARDS COMMITTEE**

**PROCUREMENT OF SECURITY
SERVICES FOR PCGG REGION VIII
OFFICE FOR FY 2024**

Reference No. PCGG BAC-2023-005

Approved Budget for the Contract (ABC)

Php1,113,000.00

Preface

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

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

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

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

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

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

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid	7
Section II. Instructions to Bidders	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders.....	11
6. Origin of Goods.....	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components.....	13
11. Documents comprising the Bid: Financial Component.....	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security.....	14
15. Sealing and Marking of Bids.....	14
16. Deadline for Submission of Bids.....	14
17. Opening and Preliminary Examination of Bids.....	15
18. Domestic Preference.....	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification.....	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract.....	21
1. Scope of Contract	22
2. Advance Payment and Terms of Payment.....	22
3. Performance Security	22
4. Inspection and Tests	22
5. Warranty.....	23
6. Liability of the Supplier	23
Section V. Special Conditions of Contract.....	24
Section VI. Schedule of Requirements.....	27
Section VII. Technical Specifications.....	29
Section VIII. Checklist of Technical and Financial Documents	39

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



PRESIDENTIAL COMMISSION ON GOOD GOVERNMENT

INVITATION TO BID

1. The Presidential Commission on Good Government through its Maintenance and Other Operating Expenses (MOOE) – Special Provision for FY 2024 GAA intends to apply the sum of **ONE MILLION ONE HUNDRED THIRTEEN THOUSAND PESOS (Php1,113,000.00)** being the ABC to payments under the contract for the Procurement of Security Services for the PCGG Region VIII Office with Project Reference Number PCGG BAC-2023-005. The procurement project is undertaken through the Early Procurement Activities (EPA) pursuant to GPPB Circular 06-19 dated 17 July 2019. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The PCGG now invites bids for the above Procurement Project. Delivery of the Goods is required by ***January 1, 2024 until December 31, 2024***. Bidders should have completed, within the past five (5) years from 2018-2022 from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from BAC Secretariat and inspect the Bidding Documents at the address given below during office hours, 9:00 am to 4:00 pm, from Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 15, 2023 to October 11, 2023 from 9:00am to 5:00 PM** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees by facsimile, or through electronic means.
6. The BAC will hold a hybrid Pre-Bid Conference on **September 26, 2023 at 1:30 PM** at the **PCGG Conference Room, 22nd Floor JMT Corporate Condominium, 27 ADB Avenue, Ortigas Center, Pasig City**, and via ZOOM, which shall be open to prospective bidders.

Physical attendance to the pre-bid conference shall be strictly limited to only one representative from each prospective bidder but others may join thru a video conference or webcasting, the invitation of which shall be sent out a day before the proceedings.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **October 11, 2023 at 1:30P.M.** 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 **October 11, 2023 at 1:30P.M.** at the given address below and/or via video conferencing or webcasting. Bids will be opened in the presence of the bidders' representatives who choose to physically attend the activity, which shall be limited to only one (1) representative per bidder.
10. The PCGG reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

ATTY. FRANCIS JAMES T. RIVERA
BAC Secretariat
Presidential Commission on Good Government
22nd Floor JMT Corporate Condominium
27 ADB Avenue, Ortigas Center, Pasig City
Tel. Nos.: (02) 8725-6967 / 8725-6816
E-mail Address: francis.james.rivera@pcgg.gov.ph
PCGG website: www.pcgg.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:

PHILGEPS
PCGG at www.pcgg.gov.ph

September 11, 2023

DIR. ROMULO A. SIAZON
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Presidential Commission on Good Government wishes to receive Bids for the Procurement of Security Services with Project Reference Number PCGG BAC 2023-005.

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

2. Funding Information

2.1. The GOP through the MOOE for Special Provision - FY 2024 GAA in the amount of **ONE MILLION ONE HUNDRED THIRTEEN THOUSAND PESOS (Php1,113,000.00).**

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. *[Select one, delete other/s]*

- a. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 years (2017-2021) 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**.

13. Bid and Payment Currencies

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

- a. 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 within 120 calendar days from the date of opening of bid. 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

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**.

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.

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. 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.

- 19.3. The Project shall be awarded as follows:

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

- 19.4. 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, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <i>Supply and delivery of Security Services</i> Completed within five years (2018 to 2022) prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
8.1	<p>The BAC will hold a hybrid Pre-Bid Conference on September 26, 2023 at 1:30 PM at the PCGG Conference Room, 22nd Floor JMT Corporate Condominium, 27 ADB Avenue, Ortigas Center, Pasig City, and via ZOOM, which shall be open to prospective bidders.</p> <p>Physical attendance to the pre-bid conference shall be strictly limited to only one representative from each prospective bidder but others may join thru a video conference or webcasting, the invitation of which shall be sent out a day before the proceedings</p>
12	The Funding Source is PCGG MOOE – Special Provision for FY 2024 GAA in the amount of ONE MILLION ONE HUNDRED THIRTEEN THOUSAND PESOS (Php1,113,000.00) .
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> The amount of not less than Php22,600.00 (2%) of ABC), if bid security is in cash, cashier's/check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than Php56,500.00 (5%) of ABC) if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one copy of the first and second components of its Bid as shown below:</p> <p>Recommended Sealing of Bids</p> <p>The diagram illustrates the recommended sealing process for bids. It shows two main paths: 'ORIGINAL' and 'COPY 1'. Each path starts with a 'TECHNICAL COMPONENT' and a 'FINANCIAL COMPONENT' envelope. These are then combined into a single 'ORIGINAL' or 'COPY 1' envelope. Finally, the envelopes are sealed, with an 'OR' indicating alternative sealing methods.</p>

17.1	Bid opening shall be on October 11, 2023 at 1:30P.M. at the given address below and/or via video conferencing or webcasting. Bids will be opened in the presence of the bidders' representatives who choose to physically attend the activity, which shall be limited to only one (1) representative per bidder.
19.3	<i>One (1) Lot for the Supply and Delivery of Security Services for PCGG Region VIII Office for FY 2024.</i>
20.2	<p>For purposes of Post-qualification the following document(s) shall be required:</p> <ol style="list-style-type: none"> 1. Latest Income Tax Returns (BIR Form 1701 or 1702). 2. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). For this requirement, covering the last six months reckoned from the opening of bids. The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). 3. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s, (b) corresponding Sales Invoice/s, (c) Official Receipt/Cash Receipt/Collection Receipt, and (d) Certificate of Satisfactory Completion. 4. Submission of proof of evidence as proof of compliance with the bidder's actual offer, if applicable. <p>In the column "Bidder's Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameters of equipment offered. Statement of "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 or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate. In case the PhilGEPS Certificate of Registration or any documents listed under its Annex A has expired after the bid opening, the bidder is required to submit the said documents anytime during the post-qualification stage or prior to Award. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</p> <p>In keeping the policy of ensuring compliance with labor laws and other pertinent legislations, the BAC shall during Post Qualification, verify, validate and ascertain the statements made by the bidder in its omnibus sworn statements under oath, that it complies with existing labor laws and standard specifically, the BAC shall verify whether the bidder:</p> <ul style="list-style-type: none"> • Complies with the minimum wage mandated by law • Regularly remits mandated premium to SSS, Philhealth, and PAGIBIG or

	<ul style="list-style-type: none"> • Has been finally adjudged by a court of competent jurisdiction to have not violated any labor law or social legislation. <p>Non-compliance with any one of the above shall be ground to declare the bidder as “POST-DISQUALIFIED”.</p> <p>Further, to ensure compliance with the labor laws and other social legislations the procuring entity may require submission of said clearances at specified periods during contract implementation.</p>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <ol style="list-style-type: none"> 1. Contractor shall provide the following: (a) company uniform, (b) Company Identification Card, and (c) appropriate protective equipment when performing security services. 2. Contractor shall provide the following necessary documents for issuance of security clearance to all personnel it will deploy to <i>People's Center and Library (PCL) and Sto. Nino Shrine (SNS)</i>, including relievers: (1) NBI Clearance; (2) Bio-data; (3) Police Clearance; (4) Medical Clearance, and (5) Drug Test; 3. Contractor warrants the efficient implementation and supervision of the services agreed upon and shall, at all times, provide the required number of security guards, working officer-in-charge (without extra charge to the PCGG) who are well-trained, courteous, efficient, dependable, honest and well-oriented on security. No apprentice shall be allowed. 4. Contractor is obliged to provide at all times qualified reliever/substitute to ensure uninterrupted services. 5. Contractor ensures that all of its employees will abide at all times with all its rules and regulations including that of PCGG. 6. The PCGG has the right to demand in writing the replacement of any security guard which it determines to be undesirable, inefficient, dishonest and the like, in which case, the contractor shall provide an immediate reliever/replacements the next working day after receipt of such written demand. 7. Contractor agrees that PCGG will be free from all liabilities resulting from claims of any nature, whether for sickness, death, injuries or damages that maybe incurred by the contractor's employees and/or third parties arising from or in connection with the performance of their job. 8. Deployment of Personnel Number of Personnel: 3 security guards Working Hours: Two (2) shifts daily from 7:00 a.m. to 7:00 p.m. and from 7:00 pm to 7:00 am. 9. The PCGG may, depending on the requirements of service, demand the contractor to increase or decrease the number of security guards, provided that a written notice therefore shall be served to the latter, in which case, a corresponding contract price adjustment shall be made.

2.2	<p>10. The contractor shall answer directly to the PCGG for the cost of any damaged or lost properties due to the negligence or dishonesty of its personnel, if proven after due investigation.</p> <p>11. The contractor recognizes that there is no employer-employee relationship between PCGG on one hand and the security guards on the other hand. In this regard, the contractor shall have the exclusive right to discipline its personnel. The security guards have no recourse to the PCGG for non-payment of their salaries or any other claim that may arise or can or may be raised against the contractor.</p> <p>12. The PCGG shall in no manner be answerable or accountable for any accident or any injury of any kind, or death which may occur to any personnel of the contractor assigned to PCL and SNS in the course of the performance of their duties.</p> <p>13. Any form of absence by the personnel of the contractor assigned to PCL and SNS due to Covid-19 or mandatory quarantine shall be subject to existing government regulations.</p>
4	<p>NA</p>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. Competence of personnel 2. Validity of clearances and other documents 3. Reliability of equipment 4. Compliance to the specifications and sufficiency of agreed supplies and equipment

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	Minimum Required Quantity	Total	Delivered, Weeks/Months
1 Lot	Supply of Security Services	3		January 1, 2024 to December 31, 2024
	1. Service firearms with ammunition a) Short firearms (9mm pistol)	2		January 1, 2024
	2. Two-way radio	2		January 1, 2024
	3. Umbrella	2		January 1, 2024
	4. Rain Gear	2		January 1, 2024
	5. Medical Kit	2		January 1, 2024
	6. Flashlight	2		January 1, 2024
	7. Night Stick	2		January 1, 2024
	8. Metal Detector	2		January 1, 2024

[Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<i>FRAMEWORK AGREEMENT LIST (AGENCY)</i>				
	<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
	<i>TOTAL (Approved Budget for the Contract)</i>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>		<i>Within [no. of days] calendar days upon issuance of Call-Off.</i>		
<i>Remarks</i>		<i>Indicate here any other appropriate information as may be necessary.</i>		
<i>SIGNATURE OVER PRINTED NAME</i>		<i>POSITION</i>	<i>DEPARTMENT/DIVISION</i>	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	GENERAL CONDITIONS	
	<p>Qualifications of Security Personnel to be assigned at PCL and SNS:</p> <p>a. Must be of good moral character and with necessary skills/trainings.</p> <p>b. with duly licensed firearms, communications and other equipment.</p> <p>c. medical clearance, including neurology examination and drug</p>	

	<p>test.</p> <p>d. PADPAO member.</p>	
2	<p>Scope of work</p> <p>The scope of work is to provide security services by deployment of three (3) guards with detail and tour of duty divided into two (2) shifts daily from 7:00 a.m. to 7:00 p.m., and from 7:00 pm to 7:00 am.</p> <p>They shall provide adequate and appropriate security through round-the-clock- vigilance over <i>People's Center and Library (PCL) and Sto. Nino Shrine (SNS)</i> and its premises, including its records, documents, property and supplies.</p> <p>The above number of guards may be increased or decreased depending on PCGG's requirements.</p> <p>The PCGG through its Supervising Officer for Region VIII shall exercise supervisory function over the security guards, including their replacements and/or assignments.</p>	
3	<p>Submit to PCGG the bio-data as well as the summary of qualifications of its candidates for evaluation. PCGG reserves the right to approve the selection of the security force assigned to PCL and SNS prior to actual assignment. Similarly, the winning bidder shall provide PCGG with the results of the neuro-psychiatric and medical examinations (which should be repeated after six months of service in PCGG), the current NBI clearance and clearances/licenses of all its personnel to be assigned to PCL and SNS.</p>	
4	<p>Must provide its assigned personnel with training and/or re-training as</p>	

	required by the Philippine National Police (at least once a year) and furnish PCGG with certificates of successful completion of such training and/or re-training of said personnel.	
5	Ensure that all guards shall follow the rules and regulations which PCGG may, from time to time, issue.	
6	The Agency must pay the salaries of guards in accordance with existing PADPAO rates. It shall also pay wage adjustments as mandated by wage orders.	
7	Post separate performance securities for PCL and SNS property locations in accordance with the schedule prescribed in Section 39.2 of the Revised Implementing Rules and Regulations of RA 9184.	
8	Provide a security plan for the PCL and SNS including a listing and copies of the license of all firearms and mobile radio used by their personnel assigned to the properties.	
9	Equip each detailed guard with firearm and ammunitions, equipment and other paraphernalia such as flashlights and first-aid kits, when on post, as prescribed by pertinent laws and regulations.	
10	Thoroughly inspect and maintain adequate control of all incoming and outgoing persons, including vehicles, containers, bags and properties entering and leaving PCL and SNS premises, office and installations.	
11	Prevent entry of unauthorized persons in the area, and if this cannot be done peacefully, it is within the guards' normal duty to report the same to Supervising	

	Officer for Region VIII for proper action.	
12	Discipline, supervise and control its security guards in accordance with RA 5487, as amended.	
13	Replace any guard(s) within seventy-two (72) hours upon request by PCGG in writing due to, but not limited to, unsatisfactory performance.	
14	Comply with the provisions of all pertinent laws such as, but not limited to, the Labor Code, latest DOLE Department Orders (i.e. Department Order No. 150-16, Series of 2016), Living Allowance, 13 th Month Pay, PD No. 351, Minimum Wage Law, PhilHealth, Social Security Law and other related laws.	
15	Conduct investigation, upon request by PCGG, on breach of security by any person within PCL and SNS premises including commission of crimes against persons or property and to submit an initial report within twenty-four (24) hours.	
16	Submit a report of day-to-day operational activities and contingency and emergency plan in case of protest rally, public disorder or natural calamity	
17	Submit a weekly report to Supervising Officer for Region VIII, 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 PCL and SNS. The winning bidder shall at all times, maintain a Daily Logbook in all guard posts wherein daily activities/incidents are recorded and this shall be available	

	for inspection by any authorized personnel of PCGG.	
18	<p>Be liable to PCGG for any loss, theft, robbery, pilferage, damage or injury to life and/or property under its protection during the hours guarded by the 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, damage or injury is found attributable to the fault or negligence of PCGG and its agents or is due to force majeure or fortuitous events.</p> <p>Replacement/payment of the lost item shall be made within thirty (30) days upon establishment of negligence on the part of the concerned security guard.</p>	
19	<p>Hold PCGG free from any claim arising out of personal injury, death, unpaid wages/benefits or for damages caused by the guard or to himself, or to others, whether or not the same arose out of or in the performance of duties. In the event that PCGG 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, PCGG shall be entitled to deduct any and all amount that it may have been called upon to pay from monthly service fees due to the winning bidder.</p>	
20	<p>Assume full responsibility for any loss or damage to PCL and SNS premises or of third parties received by or placed under the custody of the guards when such loss or damage is due to the fault or negligence of the guards or when</p>	

	such fault or negligence of the guards contributed to the cause of, or aggravated the loss of damage.	
21	Technical Parameters	
	<p>A. Stability</p> <p>1. Must have at least five (5) years of experience in the business of providing security services</p> <p>2. Liquidity of the Contractor: At least equivalent to P250,000.00 (current assets minus current liabilities based on Balance sheet as of December 31, 2022);</p> <p>3. Must provide their list of officers and organizational structure.</p>	
	<p>B. Resources</p> <p>1. Must provide the minimum number and type of equipment as stated in Section VI. Schedule of Requirements;</p>	
	<p>C. Security Plan</p> <p>1. Must provide policies and procedures in the implementation of the proposed security services for PCL and SNS;</p> <p>2. Must have a contingency plan in case of public disorder, industrial unrest, natural calamity, etc.</p> <p>Notes:</p> <p>a. Only the winning bidder shall submit the Security Plan.</p> <p>b. Every page of the Security Plan must be signed/initialed by the authorized signatory.</p>	
	List of Equipment	
	1. Service firearms with ammunition	

	2. Two-way radio	
	3. Umbrella	
	4. Rain Gear	
	5. Medical Kit	
	6. Flashlight	
	7. Night Stick	
	8. Metal Detector	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (j) The Supplier’s latest audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, within two (2) years from the submission of bid stamped “received” by the BIR or its duly accredited and authorized institutions; **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 Cost Distribution (**Annex “A”**).

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.

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, to offer *[PROJECT NAME]* based on *Technical Specifications* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount and Currency	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 for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

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

