

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

*Name of the Project : “1 Lot Supply of Labor and Materials for the
Security Services (3 years contract)”*

ITB No.: 083.23

Procuring Entity: Philippine Heart Center
East Avenue, Quezon City

Sixth Edition
July 2020

Preface

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

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

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

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

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

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

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.

Philippine Heart Center

INVITATION TO BID FOR “1 Lot Supply of Labor and Materials for the Security Services (3 years contract)”

1. The *Philippine Heart Center (PHC)*, through the *PHC Corporate Operating Budget for CY 2023* intends to apply the sum of **Php124,400,604.68** being the ABC to payments under the contract for **“1 Lot Supply of Labor and Materials for the Security Services (3 years contract)”**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Select this for lot-procurement:

The *Philippine Heart Center (PHC)*, through the *PHC Corporate Operating Budget for CY 2023* intends to apply the sum of *Php124,400,604.68* being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The *Philippine Heart Center (PHC)* now invites bids for the above Procurement Project. Delivery of the Good is required by **30 Calendar Days** Bidders should have completed, within ***the past 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.
 - a. [*Select this paragraph if conditions (a), (c), and (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 do not exist:*] Bidding is restricted to Filipino citizens/sole proprietorship's, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *Philippine Heart Center (PHC)* and inspect the Bidding Documents at the address given below during *8:00 A.M to 4:00 P.M Monday to Friday*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *September 21, 2023* from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Fifty Thousand Pesos. (Php50,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in cash and *presented by the authorized person*.

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

6. The *Philippine Heart Center (PHC)* will hold a Pre-Bid Conference¹ on *September 27, 2023, 11:00 A.M., DAPA MAB Bldg., PHC* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on *October 11, 2023, 11:00 A.M.* Late bids shall not be accepted.

PHC-Bids and Awards Committee
DAPA MAB Bldg., PHC

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, 11:00 A.M., DAPA MAB Bldg., PHC* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *[Insert such other necessary information deemed relevant by the Procuring Entity such as the use of a back-up data or cloud storage for large files uploaded for online bid submissions]*
11. The ***Philippine Heart Center (PHC)*** 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:

PHC-BAC Secretariat
Bids and Awards Committee
Philippine Heart Center
East Avenue, Quezon City
TelefaxNo. : 925-2401 local 4059
PHC website : www.phc.gov.ph

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

13. You may visit the following websites:

For downloading of Bidding Documents: *www.phc.gov.ph*

RANULFO B. JAVELOSA, JR., M.D.
Chairman BAC for Infra, Medical Supplies & Services

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

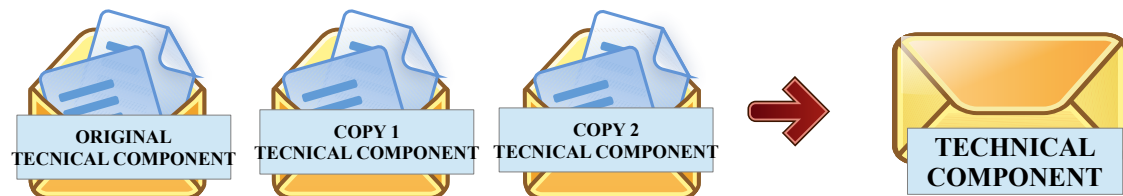
This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification,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

1. Color codes for folders

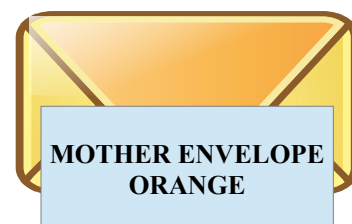
- 1.1. Folder 1 – (ORANGE) Eligibility and Technical Components
- 1.2. Folder 2 – (YELLOW) Financial Components

SAMPLE SEALING AND MARKING OF BIDS :

ORANGE



YELLOW



SAMPLE FORMAT OF LABELED ENVELOPE:

Original, Copy1 and Copy 2 of Technical & Financial Component :

ORIGINAL – TECHNICAL COMPONENT

RANULFO B. JAVELOSA, JR., MD.

Chairman BAC for Infra, Medical Supplies & Services

PHILIPPINE HEART CENTER

East Avenue, Quezon City

Project : **TITLE OF THE PROJECT**

ITB No. :

Submitted by : **BIDDER'S COMPANY NAME**

BIDDER'S CONTACT DETAILS

DO NOT OPEN BEFORE : DATE OF OPENING / TIME

ORIGINAL – FINANCIAL COMPONENT

RANULFO B. JAVELOSA, JR., MD.

Chairman BAC for Infra, Medical Supplies & Services

PHILIPPINE HEART CENTER

East Avenue, Quezon City

Project : **TITLE OF THE PROJECT**

ITB No. :

Submitted by : **BIDDER'S COMPANY NAME**

BIDDER'S CONTACT DETAILS

DO NOT OPEN BEFORE : DATE OF OPENING / TIME

2. Entries of bidding documents should be properly tabbed, Technical Specifications with paging and highlights.

Directions in filling up Schedule VII (Technical Specifications) – page 37
in filling-up the matrix on Statement of Compliance, the bidder shall provide relevant characteristics on each of the specific parameter such as its location in terms of the particular page, heading, and other provisions stated in the brochure, technical listing, operation manual.

To provide administrative ease in our evaluation, the bidder is required to provide a tab on each of the specific parameter (each correspondingly marked as Annex “A”, Annex “B”, etc.) for easy reference and validation purpose.

3. Provisions of certificates for items not found in the brochures
4. Provide listing of spare parts and accessories, if listed in the Technical Specification as a requirement.
5. For EQUIPMENT: demo unit should be of the same bid model
6. No video recording/picture taking while BAC Session is on-going
7. Observance of health safety protocols
8. Certificate of Simplified Supplier's Registration (CSSR) for a fee of *Php1,500.00* - OPTIONAL

1. Scope of Bid

The Procuring Entity, *Philippine Heart Center* wishes to receive Bids for the *1 Lot Supply of Labor and Materials for the Security Services (3 years contract)* with identification number *ITB.083.23*

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of [*indicate number of lots or items*], 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 [*PHC Corporate Operating Budget for CY 2023*] in the amount of *One Hundred Twenty-Four Million Four Hundred Thousand Six Hundred Four and 68 centavos [Php 124,400,604.68]*.

2.2. The source of funding is:

- a. GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

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

Any amendments made to the IRR and other GPPB issuance's 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 exceeding those allowed under the rules may participate pursuant to:
 - i.i. When the Goods sought to be procured are not available from local suppliers; or
 - b. 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.
- 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.a.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- 1.1.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 *{insert if applicable}* 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.a.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.a.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *the past 3 years* prior to the deadline for the submission and receipt of bids.
- 10.a.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:

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

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

1.1.b. For Goods offered from abroad:

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

13. Bid and Payment Currencies

13.a.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.a.2. Payment of the contract price shall be made in:

- 1.1.a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *[indicate date]*. 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.

ENVELOPE 1 shall contain the following Orange Folders in three separate envelopes properly marked as:

ORANGE FOLDER (1) – Original copies of Eligibility and Technical Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*ORIGINAL ELIGIBILITY and TECHNICAL COMPONENT*”)

ORANGE FOLDER (2) - Original copies of Eligibility and Technical Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*COPY NO.1 ELIGIBILITY and TECHNICAL COMPONENT*”)

ORANGE FOLDER (3) - Original copies of Eligibility and Technical Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*COPY NO.2 ELIGIBILITY and TECHNICAL COMPONENT*”)

ENVELOPE 2 shall contain the following Yellow Folders in three separate envelopes properly marked as:

YELLOW FOLDER (1) – Original copies of the Financial Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*ORIGINAL FINANCIAL COMPONENT*”)

YELLOW FOLDER (2) - Original copies of the Financial Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*COPY NO.1 FINANCIAL COMPONENT*”)

YELLOW FOLDER (3) - Original copies of the Financial Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*COPY NO.2 FINANCIAL COMPONENT*”)

²In 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.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. 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

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

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:

- 18.a. Information that specifies and complements provisions of the ITB must be incorporated.
- 18.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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <u>Security Services</u> b. completed within <i>the past 3 years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Not Applicable</i>
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than Php2,488,012.09 ,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 Php6,220,030.23 ,if bid security is in Surety Bond.
19.3	<i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i> <i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:]* 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 IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>2.i.1.a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>2.i.1.b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

A. Determination of Lowest Calculated Bidder

B. Detailed Bid Evaluation (Eligibility and Technical Specification)

C. Post-Qualification

The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the Lowest Calculated Bid/Highest Rated Bid, using non-discretionary criteria, as stated in the Bidding Documents. These criteria shall consider, but shall not be limited to, the following:

Class “A” Documents

Legal Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).
2. 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.
3. 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.
4. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

5. 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.
6. 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;
7. 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;
8. • Conformity with the Technical Specifications
• Certificate of the Delivery Scheduled of the Product
• Certificate of Manpower Requirements

9. 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

10. 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;
11. 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

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

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

13. *[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.
14. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
15. Latest Income Tax Return (for monthly or quarterly tax remittance) *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
16. Latest Business Tax (Percentage tax or VAT) Returns *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
17. Duly Notarized Certificate of Exclusive/ Authorized Distributorship

18. For those who submitted a Notarized Statement to form a Joint Venture during the Opening of Bids, the Joint Venture Agreement will be submitted with a disclosure of the percentage of ownership of both parties.
19. All parties to the Joint Venture shall submit the following:
 - a) Latest Income Tax Returns (for monthly or quarterly tax remittance) *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
 - b) Latest Business Tax (Percentage tax or VAT) Returns *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
 - c) Certificate of PhilGEPS Registration (Platinum Membership)
20. Certificate of Good Standing, Completion, **AND** Acceptance from PHC. Said Certification must be issued within the past twelve (12) months from bid submission. (This is applicable only to prospective bidder **with** previous contracts and completed projects with the PHC entered into within the past three (3) years from the submission and receipt of bids); **OR**

Duly Notarized Certificate of Good Standing, Completion, OR Acceptance from at least one (1) previous client. Said Certification must be issued within the past twelve (12) months from bid submission. (This is applicable only to prospective bidders **without** previous contracts and completed projects with the PHC.)
21. Product Demonstration (if required through a written notification by the BAC)

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

[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.]

Directions in filling-up Schedule VII (Technical Specifications):

In filling-up the matrix on Statement of Compliance, the bidder shall provide relevant characteristics on each of the specific parameter such as its location in terms of the particular page, heading, and other provisions stated in the brochure, technical listing, operation manual, respectively.

To provide administrative ease in our evaluation, the bidder is required to provide a tab on each of the specific parameter (each correspondingly marked as Annex “A”, Annex “B”, etc.) for easy reference and validation purposes.

“ ANNEX A” - Technical Specifications

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

- (1.1.a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).
- (1.1.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.
- (1.1.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.
- (1.1.d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

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

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

Class "B" Documents

- (m) 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.

Or Certificate of Simplified Supplier's Registration (CSSR)

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Jurat]

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

2 I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

3 I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

4 I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

a.i.1. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

a.i.2. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and

a.i.3. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule 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: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit Price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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



Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Security Services (3 years contract)

I. Background

The Philippine Heart Center (PHC) is a Level 4 GOCC specialty hospital accredited by the Department of Health (DOH) and other regulating agencies. for cardiovascular diseases. PHC was established through Presidential Decree No. 673 as the Philippine Heart Center for Asia and inaugurated February 14, 1975. It is an institution committed to care for patient with heart and related ailments in the ASEAN region. In 1987, it became known as the Philippine Heart Center and since then, has stood as a testimony to the commitment to save lives and alleviate thousands who suffer from cardiovascular diseases.

The PHC Security Services is under the Administrative Services Department (ASD) of the Hospital Support Services (HSS).

Aligned to PHC’s commitment to healthcare excellence is its continuing expansion and growth, infrastructure- and patient service-wise. Along with the growing facilities and services offered by PHC is the need to provide and ensure security and safety to its clientele and assets.

I. Objective

The PHC Security Services exists to serve the hospital by protecting life and property, by preventing crime, by enforcing the law, and by maintaining order for all in the PHC sites. We consider service to our community to be our primary responsibility. We will always strive to respond to the hospital’s needs professionally and enthusiastically. Our values are characteristics and qualities of worth. They are non-negotiable. We hold our values constantly before us to teach and remind us and the hospital of our ideals.

II. Scope

Security Services shall provide holistic security services, anchored on the provision of Security Guard Force, Consultancy and Support. Our proposed security services shall be in accordance with the following objectives and purpose:

- A. Proactively and directly support PHC management in protecting its patients, visitors, employees, business and assets from security threats and reduce their exposure through the delivery of cost-effective and timely security programs and specialized security services.
- B. Provide adequate security and protection for the facility and all its assets located therein particularly its patients, visitors, employees, properties, and facilities.
- C. Deploy appropriately licensed, qualified and trained security personnel to the property who will undertake to achieve the objectives of the security services and ensure proper implementation of the property’s Security and Safety Systems.
- D. Provide active support to the property’s management and security team through a Security Management Team dedicated to ensure continuous enhancement and strengthening the institute’s overall security posture, in routine operations, in special events, and unusual incidents.
- E. Conduct continuous evaluation and assessment of the institute’s overall security posture and provide recommendations towards the enhancement of the property’s security systems and programs.
- F. Provide quick support and assistance to the institute’s in cases of incidents and emergencies thru efficient execution of emergency and incident response procedures.
- G. Provide periodic training, orientation and guidance to the deployed Security Force, as well as estate staff and management.
- H. Ensure full compliance with the service level agreement and expectations of the client.

Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Security Services (3 years contract)

III. Service and Work Components admission

1. Security Force Deployment

- Guards Screening and Deployment
- Guards Training & Development
- Guards Supervision and Management
- Security Tools and Equipment

2. Security Consultancy & Support

- Security Consultancy Team
- Annual Security Survey
- Information and Intelligence
- Incident Response and Emergency Support

IV. Security Force Deployment

Security and Manpower Services shall undertake the screening, recruitment, training & development of the Security Force for the security and protection of the client’s assets and properties.

- Screening and recruitment of the facility Security Force (SF) according to the number and qualifications required by PHC;
- Deployment of trained and qualified security personnel in sufficient number to provide continuous security services 24 hours a day, regardless of weather, disaster, or threatened or actual organized labor action.
- Administer and facilitate the conduct of appropriate training in security and relevant subjects to the SF to ensure correct execution of duties and responsibilities as well as proper conduct and behavior.
- Efficient deployment and posting of the SF to the project / posting site
- Administrative Supervision and Management of the SF on a day-to-day basis, ensuring compliance of the security force to their areas of responsibilities and the client’s requirements based on the Service Contract as well as provision of requisite remuneration and support.

A. Areas of Responsibilities

The **Security Force** shall be responsible for the security and safety of PHC’s patients, guests, personnel, properties, equipment, and all other assets within its premises. Their areas of responsibilities will be in accordance with the client’s **pre-defined** Post Job Description.

Pre-deployment with the property’s management and security team is conducted to cover the following:

1. Define project targets, goals, work procedures, establish expectations
2. Discussions on incident and concerns that must be considered
3. Establish/ Define work standards
4. Establish areas of work, communication and reporting requirements
5. Briefing on plans and procedures that need to be implemented and executed by the Security Personnel such as Site Security Plan, Company Policies, Defense Strategies, Emergency Response Procedures

Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Security Services (3 years contract)

B. Guards Screening and Deployment

1. Multi-level Screening

Shall deploy security personnel to PHC according to the manning and work instructions provided in the Security Plan. The **basic** scope of this service is executed thru the following:

All candidates will undergo the thorough screening & selection process of Security Agency’s recruitment officers and security specialists.

Initial Screening

- Document verification
- Intellectual and Aptitude Examination
- Personal Interview & Evaluation

Final Screening

- Personal Interview & Evaluation
- Background Check
- Physical and medical examination
- Client Interview

2. Qualifications

In its commitment to ensure that the security personnel will be capable of implementing the security systems for PHC, the Security Service shall endeavor to deploy only highly trained, qualified and duly licensed Security Personnel. It must established minimum qualifications set by its security specialists, however, the client if free to provide any additional requirements as it may deem fit for any of the positions.

Physical Qualification

- Physically & Mentally fit
- 23-45 years old for SG
- At least 5’6” for male, 5’3” for female
- With proportionate build

Educational & Professional Background

- At least High School Graduate
- At least 3 years relevant security experience for all positions
- Proficient in English language

Licenses, Certificates & Clearances

- Appropriate and Valid Security License (min 6 month validity)
- License to Operate Mobile Radio Equipment
- NBI Clearance
- Local Police Clearance
- Barangay Clearance
- Drug Test (*from an accredited Drug Test Center*)
- Neuro-Psychological Exam (*from an accredited Testing Center*)
- Certificate of Training
- School Diploma & Transcript of Records
- Clearance from latest 2 previous employers

Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Security Services (3 years contract)

C. Guards Training & Development

Security Service shall administer appropriate training and orientation on security personnel covering preliminary orientation, basic & advanced security modules, and site-specific programs. Training for the security force is customized based on an assessment of the client’s operating environment and security requirements. Training will be conducted in the form of orientations, workshops, table top discussions and practical exercises.

Security Operations	Trainor
1. R.A. 5487 Refresher	In-House Pre-Deployment & In Service
2. Standards of Conduct, Courtesy & Discipline	In-House Pre-Deployment & In Service
3. Logbook, Records Keeping & Report Writing	In-House Pre-Deployment & In Service
4. Screening & Access Control	In-House Pre-Deployment & In Service
5. Observation & Description Techniques	In-House Pre-Deployment & In Service
6. Customer Relations & Handling Skills	In-House Pre-Deployment & In Service
7. Radio Communications Procedures	NTC Pre-Deployment & In Service
8. Estate Security Operations	In-House Pre-Deployment & In Service
9. Standard First Aid / Basic Life Support	PNRC Pre-Deployment & In Service
10. Use of Force / Rules of Engagement	In-House Pre-Deployment & In Service
11. Basic Marksmanship	In-House In Service
12. Bomb Search & Screening Methods	In-House In Service
13. Investigations Techniques	In-House In Service
14. Fire Protection & Fire-fighting Procedures	BFP In Service
15. Incident & Emergency Response	In-House In Service

Client Orientation	
16. CLIENT Company Orientation	Client Pre-Deployment
17. Security Protocols, Policies & Procedures	Client Pre-Deployment

Supplementary Modules	
18. Anti-Sexual Harassment Orientation	In-House In Service
19. Grooming and Personality Development	In-House In-Service

In-service training is recommended to be conducted during weekend and estate breaks so that estate operations are not disrupted. Some trainings can be availed through PHC-HRMD.

D. Guards Supervision & Management

Security guard supervision and security operations management is conducted in a two-pronged approach.

Direct supervision of security personnel and daily security operations is under the Detachment Commander. While quality service management, security improvements and value-added services are managed thru security mother company.

1. Assignment of a Security Coordinator

The Security Agency will assign a **Security Coordinator** to be directly in charge of its Field Security Operations. The Security Coordinator will be the point person directly in touch with the client’s representative, and will in charge of overseeing security operations.

The Security Coordinator’s responsibilities include the following:

- Random and Periodic visit at the property to check on security personnel and security operations;

Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Security Services (3 years contract)

- Regular meetings with the client to discuss security operations, improvements and other programs;
- Evaluation of security personnel in relation to their performance, and overall department;
- If allowed, the security coordinator can check on the facility/site’s physical security measures, i.e., fences, locks, equipment, procedures, etc, to assess their condition, integrity and effectiveness;
- Analysis and evaluation of reports from the Field Security Officers in order to provide recommendations towards the enhancement of security operations at the estate;
- Ensure and monitor Security Agency compliance to client’s KPI’s and Service Level Agreement;

2. Field Supervision and inspection

- **Field Security Officers / Inspectors** are assigned to perform regular inspections and check of the security personnel assigned to the facilities/properties. The FSOs are in direct contact with the security guards as well as the PHC Administrative Services Department..
- They are required to check on the security personnel’s appearance, performance, and basic compliances. Records shall likewise be checked including logbooks, guard tour records, attendance, incident reports, etc.
- FSOs are provided with report forms for their site visits. There reports are submitted to the Operations Supervisor / Manager at the end of each day for consolidation and requisite analysis/assessment.
- The FSOs are equipped with the RFID based Guard Tour System to record / document the dates and times when they have visited client sites.
- Site visits are conducted four to five times in a week, at various shifts.

3. Management Support

Management Team is composed of Security Agency’s Logistics, Human Resources, and Operations. The Management Support Team shall provide the detachment with assistance and provisions as required in the performance of their functions with the client. The team is collectively responsible to address the concerns of the detachments effectively and efficiently.

- Direct monitoring of the security operations at the project sites to evaluate individual security personnel performance, knowledge of duties and overall department on the job. The team shall likewise ensure that logistics are in good condition, and materials are supplied in time.
- Regulatory compliance is also checked such as security licenses, uniforms, logistics inventory, logistics (firearms, radios) licenses, etc. to cross verify office records with actual field status.
- In support of security personnel, concerns involving finances, insurance and other administrative concerns are also checked and addressed as necessary.

4. Periodic Reporting and Meetings

Toolbox meetings are conducted once every week; spearheaded by the Security Supervisor and attended by the Security Coordinator.

Technical Specifications (“ANNEX A”)
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Regular monthly meetings are recommended to be conducted together with the property Security Manager, attended by the Security Operations Manager, and the Security Asset Protection Representative. The discussion may include the KPI rating, evaluation of personnel’s performance, an analysis of the security incidents and issues at property that transpired the past month, and the security operations and programs for the following month.

5. Investigations Support

The Security Agency shall support PHC through Hospital Surveillance and Security Unit in the conduct of investigations on incidents involving safety and security within its areas of responsibility. Preliminary inquiries will be conducted based on the estate’s protocols and SOPs on investigations and incidents. After preliminary inquiries, security investigations team shall conduct the succeeding steps as necessitated by each case, including:

- Validation of findings from the preliminary inquiries
- Interview of involved parties and witnesses
- Examination of the incident scene
- Case profiling identifying potential cause, potential suspect, work plan for the full investigations
- Full investigations if sanctioned by the client.

The Security Agency’s investigative team is independent of the operations management team as there are some cases wherein security personnel are found to be involved or have committed lapses or negligence in the conduct of their duties which are thence endorsed to HR for appropriate administrative sanctions.

6. Security Networking

The deployed security officers & security coordinators are tasked to develop networks and relationships with selected groups and organization for gathering data, information & updates on prevailing security situations, events and incidents. Also, the networks will be established to provide immediate assistance in case of emergency.

- Law Enforcers: police, military, etc.
- Government Units: Barangay, municipality, etc.
- Community and Employees
- Other Government Agencies
- Business Groups – Commercial & Industrial

7. Incident Response & Emergency Support

All Security Agency’s clients are enrolled in its Incident and Emergency Response Center, providing emergency response at 24/7 operations. Emergencies range from rescues during inclement weather, emergency transportation for stranded personnel, emergency protection during incidents, rescue & evacuation of individuals in critical situations, etc.

Further, our emergency monitoring team will provide updates so the client can make appropriate decisions in relation to the health, safety and security of its personnel.

8. Performance Evaluation

All security personnel shall be subject to periodic Performance Evaluation, frequency of which will be coordinated with the client. Security personnel are assessed on their knowledge of their post functions and responsibilities. As a standard practice, results of the performance evaluation are discussed with the evaluated personnel so they become aware of the areas where they need to improve.

Technical Specifications (“ANNEX A”)
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9. Security Wages and Benefits

All Security Personnel are provided with correct and appropriate salaries, wages and benefits in accordance with the minimum government requirements. Additional benefits are provided based on company policies and procedures.

- Salaries and Wages are computed based on actual number of hours of duties. Overtime, Holiday and Night Shift Differential Premiums are computed based on actual duties in accordance with DOLE regulations.
- SSS contribution is computed based in gross salaries are not based on a fixed amount; same computation is followed for Phil Health premium.
- Security Personnel are given an option to utilize their Service Incentive Leaves; if not used, the SIL are converted to cash after every year of service.
- Security Personnel are provided Uniforms upon deployment and after every year of service. These are associated with the Uniform allowance and are only deducted from the guards' salaries or last claims if six months service is not completed.
- No security personnel is charged for the use of radios, firearms or other security equipment unless damaged or lost.
- No security personnel is charged for trainings and orientations unless individual fees are charged by third party providers such as NTC license and Red Cross certification.
- Basic Personal Protective Equipment (PPE) such as face mask and face shield are provided by the Security Agency for its Security Personnel.
- Security personnel undergo pre-employment medical examination without directly paying the fees. The medical clinic charges the Security Agency for the fees which are only deducted from guards if they do not finish one year of service.
- All Security Personnel are aware and are allowed to claim for Paternity Leave Benefits, and Solo Parent Act Benefits.
- All Security Personnel are also included on the reward and recognition program for their exemplary performance, list and specifications shall be provided during their pre-employment orientation.
- All Security Personnel are covered by a Group Life and Accident Insurance.

10. Security Tools & Equipment

For the efficient and effective performance of their duties, Security Agency security personnel will be provided appropriate Security Logistics. Some of the tools / equipment are the following:

Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Security Services (3 years contract)

	ITEMS	QUANTITY	SPECIFICATIONS
1	FIREARM	10	Caliber 9mm
	(Armscor or Equivalent)	4	12 gauge shot gun
2	Radio Transceiver		Handheld Radio, Quick Charger, reserves batteries
	(SMP Brand)	10	
	(CIGNUS brand)	10	
3	Close circuit Television Video (CCTV	3 sets	DVR (5 terabytes Hardrive)
	System should be Digital & brand new	60 pcs.	CCTV digital Cameera
		1 set	CPU/ DVR (1 terbytes Hardrive)
4	LCD Monitor 49 inches	5 units	LCD w/ LED Backlighting; with Internal Power Supply
5	Computer system with colored printer	1 set	OS: Windows 7 or up; Printer: Print, Scan, Copy
6	Metal Detectors	5 units	Portable; 40 hrs. battery life; water & dust resistant
7	Hold-up alarm system	1 set	Push button control system with notification to the guard station
8	Digital Camera Nikon	1 unit	16 MP Sensor with zoom capability, with date and time entry
9	Security convex mirror round	1 unit	Lightweight; Weatherproof
10	Gas mask	3 units	Water repellent glass micro fibre; Cell side material: Fire retardant particle board
11	Mega phone	1 unit	With 60mm effective distance & anti howling
12	Traffic vest with hand gloves	5 pairs	Industrial gloves
13	Vehicle inspection mirror	1 unit	Telescopic with pocket clip; swivel joint heads
14	Raincoats	8 pairs	Heavy duty; color- yellow
15	Umbrella	8 pcs.	Heavy duty; with U-handle
16	Rubber boots	6 pairs	Heavy duty (knee-high)
17	Office table	1 unit	Wooden; 3-drawer type
18	Office swivel chair	3 units	Heavy duty; color-black
19	Steel Filing Cabinet	1 unit	Heavy duty; 4-drawer
20	P500 Prepaid Load	1pc.	Smart / Globe (Monthly)
21	Based radio	1 unit	Durable metal case with LED power; Digital and Analog Paging Formats
22	ID scanner	2 unit	8 mega pixels
23	Hard Hat	3 pcs	Heavy duty
24	Telephone	1 unit	Plain Paper Fax with Phone, Electronic Volume Control
25	Vehicle	1 unit	Motorcycle 125cc
26	Photo Copier (powder)	1 unit	MAX A3 (11"x17") Min A6 (5½ x 8½); Continuous Copy Max. 999 copies; Resolution 600x600 dpi; Zoom Range 25% to 400%
27	Digital Voice recorder	1 unit	64 GB internal memory
28	Wifi Modem (Internet Line)	1 uni	500 mbps

Technical Specifications (“ANNEX A”)
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- Equipment should be complete and in good working condition at all times. In case of breakdown, the service provider should replace within the day.
- There should be an equipment maintenance program to ensure reliability of equipment.
- All equipment should be available within the premises of PHC at all times and more than sufficient for guard posts plus spare especially radios.
- No equipment shall be left or stored in areas seen by the general public.
- The equipment should not bear any unnecessary marks or signs, stickers, etc.
- Provide list of proposed equipment such as, but not limited to, VHF base and hand held radios units, firearms, Computer and printer system.

Other tools and/or equipment may be provided depending on the final requirements that will be determined during the assessment and briefing prior the deployment.

E. Security Consultancy & Support

Packaged with Security Agency’s proposal for the provision of Security Force to PHC is Security Consultancy and Support. The main objective is to provide the facility and its management additional support in the continuous assessment and improvement of the property’s overall security posture.

1. Security Consultancy Team

The Security Agency shall assign a Security Consultant to lead the consultancy program to perform the following:

- Regular monthly meeting with the client for regular updates and discussion of security matters related to the property’s security posture.
- Consultation with the property’s management for specific security issues
- Spearhead the review and assessment of security & protection plans, procedures and operations in the process of enhancement of client’s security systems.

The Security Consultant may be called on by the client, to provide guidance and advice on specific issues.

- Consultation by telephone or email to provide security guidance and advice on security issues and concern.
- Inform, advise and update the client on prevailing security issues
- Support in managing and mitigating incidents, emergencies and crises.

2. Security Support Team

A Security Support Team works with the Security Consultant in the implementation of the established Security Programs. The team is composed of security practitioners of different specializations.

- Conduct annual security review of the property’s physical security systems in accordance to a pre-approved physical security review program.
- Coordinate and support the client on the enhancement and adjustments of security and protection plans on the basis of the findings of the facility security review.

F. Information and Intelligence

Security agency shall provide daily alerts that include the following:

Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Security Services (3 years contract)

1. Daily News Brief

Covering issues and events that has happened the past 12-24 hours. Delivered via email & SMS in the morning (6am) and afternoon (4pm) every day.

2. Weather Update

A daily update on the weather condition in the country, containing releases from PAGASA, seismic and volcano activities, as well as flood updates with graphical representations.

3. Breaking New, News Advisories, Security Alerts

Delivered via email and SMS whenever any issues, incidents or events occur that may impact business operations, personnel safety, global trades and/or national security.

V. GENERAL REQUIREMENT FOR PROSPECTIVE BIDDER

A. Technical Requirements

Government Agency Certification of Good Standing/Clearance no earlier than 2020

1. Social Security System (SSS)
2. Home Development Mutual Fund (HDMF/Pag-ibig)
3. Philippine Health Insurance Corporation (Philhealth)
4. Department of Labor and Employment (DOLE)
5. Bureau of Internal Revenue (BIR)

Additional Documents:

1. List of Registered Firearms with Licenses
2. List of equipment, vehicle owned by the company which can be deployed to PHC
3. List of programs and training conducted to its security personnel in the previous agencies
4. Certificate of Good Standing/Satisfactory performance from 2 - previous latest clients as reflected in the on-going private and public contract except PHC
5. For current and past PHC suppliers, the winning bidder shall submit notarized sworn statement that their average performance evaluation for the last five (5) years is at least Very Satisfactory.
6. Security, Health and Safety Manual
7. Vicinity Map reflecting the nearest security detachment center must be within 5 Km radius.
8. Organizational Set-up including the name of key officials and personnel and their respective functions.
9. List of tools, equipment and supplies to be provided to security personnel deployed at PHC.
10. Manpower Requirements
11. Copy of Contract Quality Assurance Plan/ Security Management Plan
12. Certificate of Site Inspection

B. The winning provider shall provide the following documents during implementation:

1. Original copy of updated NBI clearance.
2. Orientation of all personnel two (2) weeks prior to official start of contract assignment and deployment to PHC is mandatory.
3. Yearly medical clearance & screening through City Health Office’s Physician or by Physician Authorized by OSH

Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Security Services (3 years contract)

4. Contractor shall submit health certificate of each assigned personnel issued by Physician Authorized by OSH
5. Security Contractor must provide at least one (1) Occupational Safety and Health (OSH) Certified Security Officer per shift.

C. Report Submission, Communications and Payment processing

1. Regular reports – daily, weekly or monthly should be prepared and submitted by security detachment head or assigned supervisor as required by PHC. All reports should be submitted on time.
2. Monthly billing statements by contracting security agency must be complete including payment of mandatory benefits of each personnel and shall be the basis for payment processing. Non-submission of reports shall cause the holding of payments to contractors.
3. The contracting agency must provide each security personnel a pay slip with itemized computation of salary, deductions and benefits.
4. Reporting Protocols is through:
 - The Department Manager- Administrative Services, HSS

D. Uniforms

1. All personnel must wear complete and prescribed security uniforms at all times.
2. The uniforms should include the following:
 - Polo and Long Pants
 - White undershirt
 - Safety Shoes
 - Company badge/ ID
 - Holster and basic tools
 - Personal Protective Equipment (PPE)
3. No uniforms or incomplete uniforms – no entry – equivalent to absence of manpower
4. Uniform must be maintained clean and presentable at all times.
5. **Polo Barong** for Security personnel assigned inside the Hospital

E. Hygiene

1. Personnel are required to wash hands before during and after duty.
2. Washing of hands every hour is encouraged
3. Supervisors should conduct random hygiene inspection of personnel.

F. Work Schedule

Work schedule is twelve (12) hours per duty, six (6) days and or seven (7) days a week on a 24/7 shifting schedule for all eighty three (83) security personnel.

Time Record Keeping System (biometric) shall be provided by the Security Agency

SECURITY DETACHMENT

The **CONTRACTOR** shall establish and maintain a Security Detachment at the PHC’s premises which shall consist of at least **eighty three (83)** security guards with the following Guard Posts Assignment/ Areas of Responsibilities.

Technical Specifications (“ANNEX A”)

Project: 1 Lot Supply of Labor and Materials for the Security Services (3 years contract)

	POST	HOOR COVERAGE	DUTY	NO. OF GUARDS
1	Detachment Commander	7am-7pm	12	1
2	Asst. Detachment Commander	7pm-7am	12	1
3	Shift-in-Charge 1	7am-7pm	12	1
4	Shift-in-Charge 2	6am-6pm	12	1
5	Shift-in-Charge 3	7am-7pm	12	1
6	Post-1 CCTV Operator	7am-7pm	12	1
7	Post-2 Shift-in-Charge 4	7am-7pm	12	1
8	Post-3 MAB Frontliner	7am-7pm	12	1
9	Post-4 HB Frontliner-1	7am-7pm	12	1
10	Post-5 HB Frontliner-1	7am-7pm	12	1
11	Post-6 MAB Checking	7am-7pm	12	1
12	Post-7 MAB Driveway	7am-7pm	12	1
13	Post- 8MAB Checking	7am-7pm	12	1
14	Post-9 MAB Gate-2	7am-7pm	12	1
15	Post-10 MAB Gate-2 roving	6am-6pm	12	1
16	Post-11 MAB 2 nd floor roving	7am-7pm	12	1
17	Post-12 MAB 3 rd floor	7am-7pm	12	1
18	Post-13 MAB 4 th floor	7am-7pm	12	1
19	Post-14 MAB 6 th floor	7am-7pm	12	1
20	Post-15 MAB 7 th floor, Dormitory	7am-7pm	12	1
21	Post-16 MAB 9 th floor	7am-7pm	12	1
22	Post-17 MAB Stairway no. 2	6am-6pm	12	1
23	Post-18 MAB Annex Main Lobby Entrance	6am-6pm	12	1
24	Post-19 MAB Queuing Machine	6am-6pm	12	1
25	Post-20 MABAnnex Rear exit	6am-6pm	12	1
26	Post-21 MAB Annex roving-1	6am-6pm	12	1
27	Post-22 MAB Annex roving-2	7am-7pm	12	1
28	Post-23 MAB Annex roving-3	7am-7pm	12	1
29	Post-24 MAB Annex roving-3/F	7am-7pm	12	1
30	Post-25 MAB Annex exit 3/F	7am-7pm	12	1
31	Post-26 Basement Cashier	7am-7pm	12	1
32	Post-27 HB Connecting Bridge	7am-7pm	12	1
33	Post-28 HB Entrance	7am-7pm	12	1
34	Post-29 HB Counter	7am-7pm	12	1
35	Post-30 MAB Gate 2 Dumpsite	7am-7pm	12	1
36	Post-31 Emergency Room	7am-7pm	12	1
37	Post-32 Basement Parking	7am-7pm	12	1
38	Post-33 HB roving-1 (G/F)	7am-7pm	12	1
39	Post-34 HB roving-2 (2/F)	7am-7pm	12	1
40	Post-35 Breezeway	7am-7pm	12	1
41	Post-36 HB roving -4(4/F, 5/F)	7am-7pm	12	1
42	Post-37 Stairway no. 6	7am-7pm	12	1
43	Post-38 HB Parking -1	7am-7pm	12	1
44	Post-39 HB Parking -2	7am-7pm	12	1
45	Post-40 HB Parking -3	7am-7pm	12	1
46	Post-41 HB Parking - 4	7am-7pm	12	1
47	Post-42 HB X-Ray	7am-7pm	12	1
48	Post-43 Emergency Entrance Gate	7am-7pm	12	1
49	Post-44 MAB Exit	7am-7pm	12	1
50	Post-45 Stairway no. 3 Basement	7am-7pm	12	1
51	Post-46 Annex Entrance-2	6am-6pm	12	1
52	Post-47 MAB 8 th floor	7am-7pm	12	1
53	Post-48 Emergency Exit Gate	7am-7pm	12	1
54	Post-49 CCTV Operator	7pm-7am	12	1
55	Post-50 HB Frontliner	7pm-7am	12	1
56	Post-51 Hospital Parking - 1	7pm-7am	12	1
57	Post-52 Hospital Parking - 2	7pm-7am	12	1

Technical Specifications (“ANNEX A”)**Project: 1 Lot Supply of Labor and Materials for the Security Services (3 years contract)**

	POST	HOOR COVERAGE	DUTY	NO. OF GUARDS	
58	Post-53 Hospital Entrance	7pm-7am	12	1	
59	Post-54 Hospital Counter	7pm-7am	12	1	
60	Post-55 Hospital Emergency Room	7pm-7am	12	1	
61	Post-56 HB roving-2 (2/F)	7pm-7am	12	1	
62	Post-57 Breezeway	7pm-7am	12	1	
63	Post-58 HB roving-4 (4/F, 5/F)	7pm-7am	12	1	
64	Post-59 Stairway no.6	7pm-7am	12	1	
65	Post-60 HB-MAB Connecting Bridge	7pm-7am	12	1	
66	Post-61 MAB lobby	7pm-7am	12	1	
67	Post-62 MAB- HB roving	7pm-7am	12	1	
68	Post-63 MAB 3 rd flr	7pm-7am	12	1	
69	Post-64 Dormitory 7 th floor, MAB	7pm-7am	12	1	
70	Post-65 MAB Gate 2	7pm-7am	12	1	
71	Post-66 Basement Cashier	7pm-7am	12	1	
72	Post-67 MAB Annex Entrance (3/F)	7pm-7am	12	1	
73	Post-68 MAB Annex roving-2	7pm-7am	12	1	
74	Post-69 Hospital Roving 6	7am-7pm	12	1	
75	Post-70 MAB Annex Rear Exit	6pm-6am	12	1	
76	Post-71 Housing (Head Guard OIC)	7am-7pm	12	1	
77	Post-72 Housing roving guard	7am-7pm	12	1	
78	Post-73 Housing roving guard	7pm-7am	12	1	
79	Post-74 New ER	7am-7pm	12	1	
80	Post-75 New ER Roving	7am-7pm	12	1	
81	Post-76 New ER (Night shift)	7pm-7am	12	1	
82	Post-77 Head Hub (5/F)	7am-7pm	12	1	
83	MAB Annex at One Stop Shop	7am-7pm	12	1	

Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Security Services (3 years contract)

VI. Management

Requirements:

- A. Policy statement underlining the importance of minimizing risks.
- B. Assigned senior management person in the organization responsible implementing this policy.
- C. Management assurance that the policy is known by all and that staff have required know-how (trained)
- D. Provide information that illustrates the training given to employees.

Security Manual:

PHC has security manual which covers Security Policies and Procedures.

A. Security Manpower Requirement

1. Manpower should be complete at all times and should cover the seven (7) days operations.
 - Work schedule will strictly be eight (8) hours a day and six (6) working days per week.
2. Relievers and augmentation personnel should be available for emergency situations. The provider should automatically deploy relievers in case of absences. Non-deployment of personnel shall be considered as abandonment of responsibility by the contractor and shall be ground of penalties and/or termination of contract. Under no circumstances should extension of duty be more than fifty (50%) percent of their regular duty hours.
3. Only qualified personnel should be deployed.
4. All contractor personnel should have completed related competency exam to determine technical capability to include but not limited to:
 - Neuropsychiatric exams – (INDIVIDUAL)
 - Updated Security Guard License issued PNP – (INDIVIDUAL)
 - City Health Certificate with Chest X-ray report – (INDIVIDUAL)
5. All personnel should be properly groomed at standards acceptable to PHC.
6. All personnel should know the directory & locations of all departments and offices in PHC.
7. All personnel should be trained for emergency and problem escalation procedures)
8. Off-duty personnel should not wear uniforms and should not loiter around PHC premises, should not stay on waiting areas, drop-off areas, lounges, etc.
 - Violation will constitute immediate and permanent relief from assignment to PHC.
9. All security personnel should comply with and cooperate in the implementation of other programs within PHC.

BID FORM
PROJECT : 1 LOT SUPPLY OF LABOR AND MATERIALS FOR SECURITY SERVICES (3 YRS CONTRACT) – ITB.083.23

	Monday – Sunday	Monday – Sunday	Monday – Saturday	Monday – Saturday	Monday – Friday
	12 Hours Duty	12 Hours Duty	12 Hours Duty	12 Hours Duty	12 Hours Duty
	Night Shift	Day Shift	Day Shift	Day Shift	Day Shift
No. of Days/Year	394.4	394.4	313.0	313.0	261.0
Daily Wage	610.00	610.00	610.00	610.00	610.00
A. AMOUNT DIRECTLY TO GUARD					
Average Pay/Month (610 x 393.5; 313; 261/12)	20,048.67	20,048.67	15,910.83	15,910.83	13,267.50
Night Differential Pay (10% of Ave. Pay)x8hrs(10pm to 6am)/12hrs duty	1,336.58	0.00	0.00	0.00	0.00
13 th Month Pay (610 x 365;313;261 /12 /12)	1,546.18	1,546.18	1,325.90	1,325.90	1,105.63
5 days Incentive	254.17	254.17	254.17	254.17	254.17
Uniform Allowance	100.00	100.00	100.00	100.00	100.00
Overtime Pay (610 /8 x4 x125% x365 /12)	11,596.35	11,596.35	9,944.27	9,944.27	8,292.19
SUBTOTAL	34,881.95	33,545.37	27,535.17	27,535.17	23,019.48
B. AMOUNT TO GOV'T. IN FAVOR OF GUARD					
Social Security System (Amt. Directly to Guard exc. 13 th mo. Pay)					
Refer to bracket [P32,953.59 /P31,953.44/P26,209.27/ P21,913.86]	1,900.00	1,900.00	1,900.00	1,900.00	1,900.00
Philhealth (Ave. Pay x 5% /2)	501.22	501.22	397.77	397.77	331.69
ECC	30.00	30.00	30.00	30.00	30.00
Pag-Ibig	100.00	100.00	100.00	100.00	100.00
SUBTOTAL	2,531.22	2,531.22	2,427.77	2,427.77	2,361.69
C. TOTAL AMOUNT TO GUARD AND GOVERNMENT					
	37,413.16	36,076.58	29,962.94	29,962.94	25,381.17
D. DETACHMENT COMMANDER'S ALLOWANCE					
	-	-	-		-
E. ADMINISTRATIVE OVERHEAD AND MARGIN (20%) OF C (INCLUDING EQUIPMENT AND SUPPLIES)					
F. VAT (12%)					
G. CONTRACT RATE/GUARD/MONTH					

No. of Personnel	24	31	20	1	7
H. TOTAL CONTRACT RATE PER MONTH					
X 12 Months	12	12	12	12	12
I. TOTAL CONTRACT RATE PER YEAR					
J. ABC PER YEAR					
K. x 3 YEARS(TOTAL RATE (January 1, 2024 – December 31, 2026)					

NOTE: Please fill-up items D to K

1. Free of Charge (FOC) or (0.00) is not ACCEPTABLE