



IBP Road, Constitution Hills, Quezon City
Telephone Nos. Telephone Nos. (02) 8931-7935 or 39 Local 508; 8931-7990
Email Add: csc.ofam.pmd@gmail.com

Procurement of GOODS

**Procurement of Security Services in the Civil
Service Commission – Central Office**

**Project ID No. 2021-01
PR No. 2021-05-0149**

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

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Constitution Hills, Batasang Pambansa Complex
Diliman 1126 Quezon City, Philippines

INVITATION TO BID FOR PROCUREMENT OF SECURITY SERVICES IN THE CSC CENTRAL OFFICE

1. The Civil Service Commission – Central Office through the CY 2021 CSC General Fund intends to apply the sum of Seven Million Pesos (PHP7,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Procurement of Security Services in the CSC Central Office under Project Identification Number 2021-01. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Civil Service Commission – Central Office now invites bids for the above Procurement Project. Delivery of the Goods is required within One (1) year as specified in the requirement. Bidders should have completed within Five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the Civil Service Commission – Central Office, through the CSC-BAC/Secretariat and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders from July 7, 2021 and onwards from the given address and website(s) below and upon payment of applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (PHP10,000.00). The

Procuring Entity shall allow the bidder to present its proof of payment for the fees through a copy of Official Receipt (OR) to be presented by the Authorized Representative.

6. The Civil Service Commission – Central Office will hold a Pre-Bid Conference on July 9, 2021 at 10:30 a.m. at the CSC Resource Center Building at the given address below through physical or face-to-face conference 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. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. **Bid opening** shall be on July 23, 2021 at 10:00 a.m. at the CSC Resource Center Building at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Civil Service Commission – Central Office reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Mr. JULIUS B. REMUDARO
Head, CSC-CO BAC Secretariat
Civil Service Commission – Central Office
IBP Road, Constitution Hills, Quezon City
Trunkline No. (02) 8931-7935 or 39, local 508
Direct Line: (02) 8931-7984; Fax No. 8931-8029
Email Address: csc.ofam.pmd@gmail.com
12. You may visit the following website for downloading of Bidding Documents.

www.csc.gov.ph or www.philgeps.gov.ph

June 29, 2021

(Original Signed)
ATTY. ARIEL G. RONQUILLO
*CSC Assistant Commissioner and
Chairperson, Bids and Awards Committee*

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Civil Service Commission – Central Office wishes to receive Bids for the Procurement of Security Services in the CSC Central Office with Project ID No. 2021-01.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, 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 CY 2021 CSC General Fund in the amount of PHP7,000,000.00.

2.2. The source of funding is the General Appropriations Act

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

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

6. Origin of Goods

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

7. Subcontracts

The 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 Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until the November 15, 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Provision of Security Services b. completed in the Five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP in Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than PHP140,000.00, 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 PHP350,000.00, if bid security is in Surety Bond.
15	Bidders are requested to provided additional copies of the bid documents submitted either in hardcopy or electronic copy.
19.3	The Project shall be awarded in one Contract.
20.2	<p>For purposes of Post-Qualification the following document(s) shall be required:</p> <ol style="list-style-type: none"> 1. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion. 2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 3. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), if bidder opted to submit the eligibility documents under the Certificate during opening of bids. <p>In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the 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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</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 Engr. Efren A. Capanan.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<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>
2.2	<p>The terms of payment are specified in Section VII. Technical Specifications (TS).</p>
4	<p>The inspections and tests that will be conducted based on the requirements specified in Section VII. Technical Specifications (TS).</p>

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1.	<p><i>Qualification of Bidders:</i></p> <p>The capability of the Security Service Provider/ Security Agency (SA) shall be gauged by the extent and quality of its relevant experience, performance and track record and financial capability.</p> <ol style="list-style-type: none"> 1. Must be a registered SA of Philippine National Police – Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) with current License to Operate; 2. Must have at least five (5) years continuing business experience as SA, with an existing number of at least fifty (50) Security Personnel (SP) at the time of submission of the bidding documents and not blacklisted in any government entity; 3. Must conduct site inspection and present a detailed Security Survey presented in terms of hard and soft copies before the bidding committee prior to the bidding proper; 4. Must submit a proposed Security Plan as part of bid documents which shall include the following standard operating procedures: <ul style="list-style-type: none"> - Community Linkage - Property Handling - Security and Risk Assessment - Administrative Sanctions on violations committed by guards 5. Must have a single largest contract equivalent to at least 50% of the ABC and with previous or current contract in any government entity, hospitals, malls and banks; 6. Must have at least two (2) or more personnel handling administrative functions and shall submit an organizational chart with complete telephone and cellphone details, during the post qualification phase; 	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

	<ol style="list-style-type: none"> 7. Must have at least twelve (12) registered of owned firearms with ammunitions as specified under the required logistics of item G.1 of this TOR duly registered/licensed, two-way radios and other equipment ready for use of its security personnel; 8. The SA must issue a certification under oath to be attached to the bidding documents that they have no pending criminal or administrative case before any tribunal or courts; 9. Must present a certification/s from previously or latest company/ies or agency/ies that they satisfactorily rendered security services and administrative management (i.e. on-time mandatory remittances to SSS, HDMF, PHILHEALTH and submission of monthly billings) for the last two (2) years. 	
2.	<p><i>Required Qualifications of Security Personnel (SPs):</i> The SA shall deploy a total of fifteen (15) Security Personnel (SP) in the CSC-CO with the following qualifications (must submit photocopies of credentials and show the original copies):</p> <ol style="list-style-type: none"> 1. One (1) Detachment Commander and one (1) Asst. Detachment Commander qualifications: <ol style="list-style-type: none"> 1.1 Male or female; 1.2 Must be a Filipino citizen and preferably college graduate; 1.3 Must be computer literate and can prepare communications; 1.4 Must have earned bachelor's units/training from Armed Forces of the Philippines Military Service, Philippine National Police Academy or any equivalent Security/ Military services institution; 1.5 Must have a current PNP-SOSIA license for Security Officer; 1.6 Must comply with the firearm registration and possession requirements under Republic Act (RA) 10591 and other applicable laws; 1.7 Must have at least three (3) years extensive work experience in implementing a security plan and security operations; 1.8 Must have no pending criminal case filed in court or any police record involving criminal acts; 	

	<p>1.9 Must be duly licensed and cleared by PNP, NBI and other government offices issuing clearances for employment; and</p> <p>1.10 Must be physically and mentally fit and must have passed the neuropsychological examination and drug testing, as evidenced by a medical certificate issued by a DOH accredited Medical Service Provider;</p> <p>2. Thirteen (13) Security Guards (SG) qualifications:</p> <p>2.1 Must have a current PNP-SOSIA license for Security Guards;</p> <p>2.2 Must comply with the firearm registration and possession requirements under Republic Act (RA) 10591 and other applicable laws;</p> <p>2.3 Must be a Filipino citizen and at least a high school graduate;</p> <p>2.4 Must be physically and mentally fit as certified by the SA;</p> <p>2.5 Must have passed and undergone regular security service training, psychological evaluation test, neuropsychological examination and drug test, as evidenced by a medical certificate issued by a DOH accredited Medical Service Provider;</p> <p>2.6 Must have at least one (1) year experience as Security Guard as evidence by recommendation from the latest company deployment;</p> <p>2.7 Must have no pending criminal case filed in court or any police record involving criminal acts;</p> <p>2.8 Must be duly licensed and cleared by PNP, NBI and other government offices issuing clearances for employment; and</p> <p>2.9 Must possess such other qualifications required by Republic Act No. 5487 and its IRR, as amended</p>	
3.	<p>Required Logistics: The SA shall provide the following security equipment:</p> <p>1. Firearms:</p> <ul style="list-style-type: none"> • Ten (10) pistols (.9mm) • Two (2) shotguns 	

2. Security Equipment/Tools/Supplies:

- Two (2) sets of office tools/supplies (stapler, puncher, staple remover, cutter, scissors, ruler, tape dispenser)
- One (1) unit spine board
- Two (2) units under chassis mirror
- Three (3) units metal detector
- Two (2) units Full Body 24-Zone Scanner (LED) Specifications:
high-security performance and detection
twenty-four (24) overlapping detection zones
twenty-four (24) zone LED display on the side panels
Adjustable sensitivity settings
Sound & LED alarm: Both Side LED indicator, easily show where the metal is
With counters for passenger flow and alarm
Wood and PVC panel mater
Harmless to heart pacemaker installed in human bodies, pregnant women, cameras, recording tapes, etc.
- Four (4) units heavy duty flashlights
- Fifteen (15) units night stick
- Fifteen (15) pieces big umbrella
- 1 set office computer and printer to be used for security reports communications and other security related documents.

Computer and Printer Specifications:

Desktop Unit Specification

Hardware

Processor: At least i3
RAM: Minimum of 4GB
HDD: Minimum of 500 GB
Video Card: Minimum of 1GB, 128 bit

Software

Operating System (OS): Licensed

Printer:

Any brand with All-in-One purpose
(Printer Inkjet with Scanner and Copy)

3. Communication Equipment

- Fifteen (15) units brand new two-way portable radio with charger (high frequency)
- Fifteen (15) reserve battery packs

The detachment/assistant commander and a BGMD representative shall certify that all Security Services equipment, tools and supplies are ready for use. Said certification must be attached every billing period.

Any equipment, tools and supplies found to be defective during inspection shall be replaced or be repaired within Seventy-Two (72) hours. Failure to replace or repair the defective equipment/tools/supplies shall give rise to Liquidated Damages (LD) of 1/10th of 1% of the total cost of the monthly administrative overhead for every day of delay in the repair/replacement of the same and the cost of penalty shall be deducted for the applicable billing period.

Further, within seven (7) days after due notice, failure to replace or repair any of the above-mentioned equipment/tools/supplies within the contract period shall be a ground for the termination of the contract.

4. Security Supplies

- Supply of five hundred (500) pcs. Visitors ID (PVC laminated) with clip (color and code of the IDs per year shall be based on the requirements indicated in the CSC-CO Security Plan).
- Supply of thirty (30) ball pens and fifteen (15) pocket size notepad (At least one (1) ball pen with pocket size notepad for each guard per month, must be part of their daily uniform).
- At least thirty (30) pcs. with 500 leaves logbook per month (good quality)
- One (1) ream A4 size bond paper and 2 reams legal size bond paper per month
- Three (3) rolls Watchman clock tape
- One (1) box Staple wire
- Six (6) roll Clear tape (12mm x 25m)
- Medicine Kit (every quarter)
 - One Hundred (100) pcs of paracetamol
 - Three (3) packs cotton balls (at least 500 balls)
 - Twenty-Four (24) bottles of 60ml alcohol; and Seventy-Two (72) bottles 500ml alcohol (for sanitation at lobby and gate)
 - Three (3) bottles of 120ml povidone iodine;
 - Fifteen (15) bottle 60ml povidone iodine;
 - One hundred (100) pcs of sterile plaster
 - One (1) box gauze pad (2x2, 12 ply, 50pcs./box)
 - One (1) roll micropore tape (1", 5 meters)
 - Fifty (50) pcs. lopemeramide
- Must ensure that the printer will not run out of ink.
- Must ensure that there will always be paper for the watchman's clock print out.

	<p>The SSP shall also submit as part of its bid proposal/document the detailed breakdown of cost per unit/item/piece of all supplies as specified in item H.4 of this TOR which shall be the basis of the CSC to determine the actual cost to be paid upon ordering of supplies.</p> <p>A monthly list of supplies will be forwarded by OFAM-BGMD every 15th day of the month to the Security Services administrative staff for procurement which shall be delivered not later than the 1st day of the succeeding month. Actual cost of the requested and delivered supplies shall be reflected on the applicable billing period and failure to deliver on schedule shall give rise to a LD of 1/10th of 1% of the cost of undelivered supplies for every day of delay based on the itemized cost breakdown submitted.</p> <p>Nevertheless, should the requested supplies can no longer be delivered until the 10th day of the succeeding month, the cost of the penalty incurred plus the actual amount of the undelivered supplies shall be deducted on the applicable billing period.</p> <p>Moreover, the supplies for a particular month should be delivered only upon request by OFAM-BGMD. No billing shall be made for undelivered supplies.</p> <p>5. Uniform</p> <p>SA should ensure compliance with SOSIA Private Security Personnel Uniform and Equipment Board Resolution No. 2017-001 dated December 22, 2017 or the Rationalization of the Standard Types and Specifications of Uniforms for Posted Private Security Personnel. (Due to area of assignment, it is preferred however that SPs' uniform is short sleeves.)</p> <p>All guards including the detachment commander and assistant commander must be provided with raincoats and rain boots.</p>	
4.	<p><i>Terms and Conditions</i></p> <ol style="list-style-type: none"> 1. The SA shall provide the security guards with complete uniform and all the paraphernalia necessary in the performance of their duties. 2. The SA shall provide a copy of employee's handbook which shall be submitted to OFAM-BGMD. Implementation of its provision shall be strictly 	

monitored by the Detachment Commander and his assistant;

3. The SA shall assume responsibility and accountability for the performance of duties of its assigned SPs and to be responsible to CSC-CO and third parties, as the case may be, for any death or injury caused by the guards or for any loss and damage sustained by the latter arising from negligence, offenses committed by the guards until proven innocent of the charges/claim.
4. The SA shall be aware that there is no employer-employee relationship existing between the CSC and the SPs assigned or to be assigned by the SA to the latter. Accordingly, the CSC shall not be responsible for any and all claims for personal injury or death arises out of or in the course of the performance of the guard duties.
5. The SA shall be solely responsible for all indemnities to its guards, which may arise under existing laws and shall comply with the provisions of all other laws of the Republic of the Philippines relative to its employees.
6. The SA shall provide each guard with the appropriate and licensed firearms, ammunitions and all other required logistics as specified in the contract.
7. The SA shall exercise effective administration, control, supervision and inspection, through its Detachment Commander/Shift Officers, to prevent any violation or commission of anomalous acts by the guards, whether on or off duty, be liable for any willful, intentional or negligent act or omission of the guards resulting to death or injury to CSC's personnel or visitors, or damage or loss to the Civil Service Commission's properties or those of its personnel or visitors within the service areas.
8. The SA shall provide the CSC-CO the agreed number of SP, and any increase or decrease or change of assigned SP shall require the approval of the Civil Service Commission through the OFAM-BGMD.
9. The SA shall ensure that all the deployed SP in the CSC-CO have updated Security Officer/Guard licenses within the duration and effectivity of the contract service. No guard shall be given security services schedule in case of an expired license.
10. The SA shall provide at least three (3) female out of the fifteen (15) SPs.
11. The term of the Contract for the winning SA/Contractor shall be for one (1) year. It may be renewed every year but not to exceed THREE (3) years, subject to the implementing laws and rules on

	<p>procurement, and if the CSC finds the performance of the SP satisfactory or with numerical combined general average of 3.0 of all the performance evaluation of the CSC-CO assigned SP, and if the administrative aspect of the Contractor complies with all the stated provisions of this TOR. In the event the services of the Contractor extend beyond the above-cited effectivity period of this agreement, the CSC shall pay the corresponding amount due on the services rendered by the Contractor based on the agreed compensation scheme and amount specified in this TOR.</p>	
5.	<p>Scope of Services:</p> <p>The SPs shall maintain peace and order in the CSC premises. They shall watch, safeguard, and protect the properties of the CSC-CO from theft, robbery, arson and destruction or damage. It shall likewise protect its officials, employees and guests from threat or intimidations; and, enforce and implement rules, policies and regulations of the CSC-CO aimed at maintaining security and safety. As such, the Security Agency shall:</p> <ol style="list-style-type: none"> 1. Designate one (1) Detachment Commander and one (1) Asst. Detachment Commander from among the Fifteen (15) Security Personnel who shall render duty on a 12-hour basis. 2. The Detachment Commander shall be on duty during the day-shift and Saturdays while the Assistant shall be on duty during the night-shift and Sundays. Their additional function shall be to oversee the overall operation of the Security Services as well as the preparation and submission of reports and other administrative concerns that may be required by the OFAM-BGMD in the performance of their duties. 3. In addition, the guards will perform and ensure that the following rules and regulations are observed: <ol style="list-style-type: none"> 3.1 Deal with employees, officials and clients of the Commission with utmost courtesy; 	

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| | <ul style="list-style-type: none"> 3.2 Salute incoming and outgoing officials as a form of courtesy to them; 3.3 Inspect duly accomplished trip tickets before allowing CSC vehicles to leave the premises; 3.4 Record in the logbook all incoming and outgoing CSC vehicles, including plate number, name of driver, time of arrival and departure from the CSC premises; 3.5 Inspect and record in the logbook all incoming and outgoing non-CSC vehicles including the time they arrive and leave the premises; 3.6 Determine the number of passengers of all incoming and outgoing non- CSC vehicles and request for an I.D. of the driver which will only be returned upon their departure; 3.7 Submit reports of accidents such as burglary and any other untoward incident to the Office for Financial and Assets Management (OFAM) thru the Building and Grounds Maintenance Division (BGMD) within twelve (12) hours from the time of occurrence. Likewise, a police report shall be submitted to OFAM thereafter; 3.8 Stay at their respective assigned posts when on duty except when assigned as a roving SP. SP who are caught not in their assigned posts shall be required to explain and the same shall constitute a ground for disciplinary action or replacement; 3.9 Conduct a weekly formation, preferably Saturday morning, to maintain the alertness and fitness of the SP; 3.10 Record the names of all incoming and outgoing CSC employees, Job Order Contractors and those under Contract of Service including the time they arrive and leave the premises; 3.11 Screen and ensure that all incoming and outgoing CSC visitors sign the visitor's logbook, including the time they arrive and leave the premises; 3.12 Ensure that the Guard House shall be used only by authorized persons; 3.13 Strictly enforce the Civil Service Commission-Central Office Security Plan and other additional House Rules and Regulations that the CSC may impose to further secure its personnel, equipment and facilities; | |
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	<p>3.14 Enroll in the CSC biometrics to ensure accuracy in recording the time-in and time-out entries of the guards' attendance and punctuality;</p> <p>3.15 All roving night-shift SPs shall punch-in at designated Guards Man's Watch every two (2) hours. The CSC shall call the attention of the service provider and may likewise request for immediate replacement of a SP who fails to comply; and</p> <p>3.16 Submit every morning to OFAM-BGMD all required reports such as but not limited to any acts or incident that are not in conformance to the security policy of the CSC-CO; list of guests who arrive in the CSC-CO with the corresponding information relative to the purpose and details of arrival; etc.</p>	
6.	<p><i>Security Personnel Assignment:</i></p> <ol style="list-style-type: none"> 1. Two shifts will be adopted in the SP assignments, one shift (10 guards) will be assigned during day time and the other shift (5 guards) will be assigned at night time. There will be a rotation on the schedule of assignment. All SPs may be assigned at any shift schedule. 2. SP will be deployed for twelve (12) hours duty daily, maximum of six (6) days a week. No SP shall be allowed to render (24) hours duty daily. However, the SP assignment is subject to change as the need arises. There shall be no instance however, that a SP will leave the post until the next shift has arrived or has a reliever. 	
7.	<p><i>Mode of Payment</i></p> <ol style="list-style-type: none"> 1. For and in consideration of the above services, the CSC shall pay the SA the total sum of Php_____ per annum for all Fifteen (15) SPs. The number of SP considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period. The computation of payment shall be based on the actual services rendered by the SP and all applicable laws as issued by Department of Labor and Employment (DOLE). A deduction on the monthly billing shall also be observed upon non-compliance of any provisions of this TOR. 	

2. The SA shall pay the salaries of the SPs twice a month but shall not exceed an interval of fifteen (15) days per pay period thru ATM payroll. The date shall be established by the SA, however, dates of salaries shall be consistent for the whole duration of the contract. The payment of salaries shall be implemented on the date as to be established by the SA during the contract signing, even if, for some reason or the other, the SA fails to collect on time from CSC.

In case the SA pay in advance the salaries of SP, the actual salaries due to them as computed during the submission of the billing for particular period must be properly accounted by the SA and be given to the SP concerned.

3. The SA shall bill the CSC twice a month. The reckoning time of ten (10) working days for the processing and releasing of the check payment by the CSC shall take effect upon submission of all the required documents, including among others, the following:

- 3.1 A certification by the OFAM-BGMD that the services for which payment is being claimed have been rendered or delivered in accordance with terms of the contract between the parties and have been duly accepted;

- 3.2 A certification by the OFAM-BGMD that the supplies, materials and equipment as provided in the contract are delivered on time and are in good working condition;

- 3.3 A certification from the SA that it has fully paid all wages of SP for the preceding month in accordance with the provisions of the Minimum Wage law, the new Labor Code, and other pertinent laws and decrees, together with the duly signed copies of pay slip of the SP;

- 3.4 The SA shall furnish the CSC copies of prior month's mandatory deductions/contributions i.e., SSS, BIR, PAG-IBIG, Philhealth remittances and other legal contributions/deductions on the SPs monthly payroll.

- 3.5 Duly signed Daily Time Record (DTR) printed-out from the biometrics.

- 3.6 Summary of Attendance/Tardiness & Undertime incurred duly signed by the appointed Commander of the SA.
- 3.7 A billing statement and statement of account.
- 3.8 Disbursement Voucher and Obligation Request Form, softcopy of which will be provided by the CSC.

Given the above provisions, example would be as follows:

Work period: March 1 to 15, 2020

Contractor payment to SPs: on or before March 25, 2020

Expected submission of billing to CSC-CO: on or before March 30, 2020

Releasing of Check by the CSC-CO to SA: on or before April 10, 2020

Work period: March 16 to 31, 2020

Contractor payment to JPs: on or before April 10, 2020

Expected submission of billing to CSC-CO: on or before April 15, 2020

Releasing of Check by the CSC-CO to SA: on or before April 25, 2020

Remittance to Government Agencies Period:

Remittance of March, 2020 deduction remittances is on or before March 10, 2020:

- Copy of remittances from March, 2020 salaries must be included on April 1-15, 2020 billing.

- 4. Failure of the SA to submit and comply on time with all the requirements, documents and payment arrangements as mentioned in this TOR, without just cause as determined by OFAM, will be considered as a ground for an imposition of a penalty of 1/10 of 1% of the gross monthly billing for every day of delay. Non-compliance of the said provision for three times and after three written notices from CSC through OFAM, within the duration of the contract, shall be a ground for the termination of the contract.
- 5. In cases of overtime services, computation shall be based on the following computation:

(Basic Daily Rate)/8 x No. of OT Hours x
Applicable Percentage

In the computation of the contract amount, the number of working/paid days in a year is three hundred thirteen (313) days. In this context, the 100% of the applicable percentage in cases of OT pay for a particular holiday is already included on the monthly billing computation, it is therefore understood that the remaining applicable percentage will be added to the payment claim of the SP who shall be requested for an overtime.

6. No advance payment shall be made as provided in Section 88 of PD 1445 (Statutes – Ordaining and Instituting a Government Auditing Code of the Philippines). The same is subject to the required applicable Government Taxes.
7. The CSC reserve the right to review the submitted statement of accounts or billing submitted by the SA. In case of questionable billings and statements of accounts of CSC's obligations of the cut-off billing in question, processing of the same shall be suspended until such time that the SA have furnished the CSC with all the supporting documents and papers required and the SA has made the necessary clarifications and corrections.
8. The SA shall ensure the payment of all benefits, salaries and wages of assigned SP at CSC under this project. CSC shall not be directly responsible for the payment of such benefits, salaries and wages unless otherwise, required by competent authority or as may be provided by law.
9. The SA shall be entitled to adjustment of the stipulated contract price subject to the CSC's consent and approval in the event that the minimum wage is increased or in the event that increased fringe benefits in favour of the employees are promulgated by law, executive order, decree, or Wage Order subsequent to the execution of this contract. The increase shall be equivalent to the amount of increase in the minimum wage or the amount of increased

	fringe benefits promulgated or both as the case may be.	
8.	<p><i>Supervision, Control and Quarterly Evaluation of Services</i></p> <p>The SA shall exercise discipline, supervision, control, and administration over its guards in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies that shall be laid down by the CSC.</p> <p>The SA will be subjected to quarterly evaluation of services both on the security services of their detailed guards and the administrative aspect such as on delivery of supplies and compliance to requirements of the CSC-CO.</p>	
9.	<p><i>Retention of SPs</i></p> <p>The CSC may recommend retention of at least six (6) SPs who meet the minimum requirements for the SP qualifications as mentioned in item H of this TOR, provided that said SPs has no derogatory record.</p>	
10.	<p><i>Replacement of Any SP</i></p> <p>The SA must change or replace a guard at any time whose work is found to be below standard, or whose conduct has been found to incur two succeeding unsatisfactory performance based on a quarterly evaluation conducted by OFAM, or if the conduct is prejudicial to the CSC's interest, as determined by the OFAM. The judgement of the OFAM on such matter shall be final and binding and should the SA refuse to replace the SP concerned, the CSC thru OFAM may constitute the same as valid cause for the termination of the contract.</p> <p>In case, a SP assigned in the CSC incur any sickness, such as but not limited to high blood pressure, gout, heart ailment, tuberculosis, pneumonia, hepatitis B, or any other physical or mental condition that may affect their capacity to perform their regular functions, shall be immediately replaced by the SA. The said SP can be redeployed to CSC upon submission of a clearance by the SA that he/she is fit to work as a Security Personnel.</p>	

11.	<p><i>Amendments</i></p> <p>Any amendment/s to the agreements between the parties shall be mutually agreed upon by both parties and shall be reduced to a written instrument signed by the duly authorized representatives of both parties, and which instrument shall form an integral part of this TOR.</p>	
12.	<p><i>Pre-Termination of the Contract</i></p> <p>a. The contract for the Security Service may be pre-terminated by the CSC for any violation of the terms herein provided and any additional provision that may be added in the Contract. In case of pre-termination, the Contractor shall be informed by CSC, thirty (30) calendar days prior to such pre-termination.</p> <p>b. In case of pre-termination, the Contractor shall be liable for liquidated damages equivalent to 1/10th of one percent (1%) of the contract price and forfeiture of the Performance Security as provided under RA 9184.</p> <p>c. The CSC shall have the right to blacklist the Contractor in case of pre-termination.</p>	
13.	<p><i>Separability Clause</i></p> <p>If any provision or portion of the agreements between the parties are found invalid by the appropriate authority, the rest of the contract shall remain in force and effect.</p>	
14.	<p><i>Governing Law</i></p> <p>The Agreement between the parties shall be governed by and construed in accordance with Philippine Laws and in the event of litigation the venue shall be in Quezon City, to the exclusion of all other venues.</p>	

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Section IX. Bidding Forms

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

Bid Form

Date: _____

Project Identification No.: _____

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

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

If our Bid is accepted, we undertake:

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

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: _____

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and**

Warranty Security, shall likewise form part of the Contract.

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

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]

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Jurat]

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

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

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

*Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion***

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address		Description	%	b. Date Started
	c. Contact Nos.				c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____