



Republic of the Philippines
OFFICE OF THE PRESIDENT
PHILIPPINE RECLAMATION AUTHORITY

7th floor, Legaspi Towers 200 Bldg., 107 Paseo De Roxas St., Legaspi Village, 1226 City of Makati
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**INVITATION TO BID FOR
PROCUREMENT OF SECURITY SERVICES FOR
PHILIPPINE RECLAMATION AUTHORITY (PRA) PROPERTIES**

1. The **PHILIPPINE RECLAMATION AUTHORITY (PRA)**, through its *2022 Corporate Operating Budget* intends to apply the sum of **Twenty-Nine Million Four Hundred Twenty-Nine Thousand One Hundred Sixty-Nine and 12/100 Pesos (Php 29,429,169.12)** being the Approved Budget for the Contract (ABC) to payments under the contract for the procurement of Security Services for Philippine Reclamation Authority (PRA) Properties (PBG00DS-22-002) *for the first year of the Multi-Year contract*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *PRA* now invites bids for the above Procurement Project. Delivery of Services is required for CY 2022 to 2025. 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).

Pursuant to Implementing Rules and Regulation (IRR) of Republic Act (RA) 9184, Appendix 23, and subject to an over-all performance satisfactory rating, the contract period shall be for three (3) years, which shall commence on the date provided under the Notice To Proceed. The ABC stated above is for the first year only.

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 BAC Secretariat and inspect the Bidding Documents at the address given below, from 8:00 AM to 4:00 PM, Mondays to Fridays, except holidays.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **July 04 to August 01, 2022** between 8:00 AM to 4:00 PM, Mondays to Fridays, except holidays and on **August 02, 2022**, from 8:00 AM to 8:30 AM, from the given address *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 **Sixteen Thousand Pesos (₱16,000.00)**.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees by *providing a printed copy of the official receipt, or sending a scanned copy to bac@pea.gov.ph.*

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of PRA, provided that Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

6. The PRA will hold a Pre-Bid Conference on **July 21, 2022 at 10:00 AM** at the PRA Conference Room, 6th Floor, Legaspi Towers 200, 107 Paseo de Roxas, Makati City, which shall be open to prospective bidders.
7. Bids must be duly received through manual submission by the BAC Secretariat at 6th Floor, Legaspi Towers 200, 107 Paseo de Roxas, Makati City on or before **9:00 AM of August 02, 2022**. 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 at **9:30 AM on August 02, 2022**, at PRA Conference Room, 6th Floor, Legaspi Towers 200, 107 Paseo de Roxas, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The PRA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

ATTY. KAREN A. VILLAMIL
Chairperson, Bids & Awards Committee (BAC)
PHILLIPINE RECLAMATION AUTHORITY
Building 3, PNOC Compound
Energy Center, Rizal Drive
Bonifacio Global City
Fort Bonifacio, Taguig City
Tel. No. : (632) 8459-5000
Email : bac@pea.gov.ph

12. You may visit the following websites, for downloading of Bidding Documents:
www.pea.gov.ph, or www.philgeps.gov.ph.

1 July 2022

ATTY. KAREN A. VILLAMIL
Chairperson, Bids and Awards Committee

PHILIPPINE RECLAMATION AUTHORITY
(PUBLIC ESTATES AUTHORITY)

Bidding Documents
**SECURITY SERVICES FOR PHILIPPINE
RECLAMATION AUTHORITY (PRA
PROPERTIES)**

PBGOODS-22-002

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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



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2 July 2022

(SGD) ATTY. KAREN A. VILLAMIL
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine Reclamation Authority* wishes to receive Bids for the *the Procurement of Security Services for PRA Properties* with identification number *PBGOODS-22-002*.

The Procurement Project (referred to herein as “Project”) is composed of *one lot of Eighty-Three (83) Security Guards*, 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 2022 in the amount of *Twenty-Nine Million Four Hundred Twenty-Nine Thousand One Hundred Sixty-Nine Pesos and 12/100 (Php 29,429,169.12)*.

2.2. The source of funding is GOCC and GFIs, the **Corporate Operating Budget approved by the Governing Board for CY 2022**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

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

- a. 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 for **One Hundred twenty (120) calendar days** from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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. <i>Security Services with at least 50% of the ABC.</i> b. completed within 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 <i>Bldg. 3, PNOC Compound, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City</i> 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 Five Hundred Eighty-Eight Thousand Five Hundred Eighty-Three Pesos and 38/100 (Php 588,583.38), 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 One Million Four Hundred Seventy-One Thousand Four Hundred Fifty-Eight Pesos and 46/100 (Php 1,471,458.46) if bid security is in Surety Bond.
19.3	Not Applicable
20.1	License to operate from SOSIA/PNP
21.1	<p>1.) Organizational Set-up & Minimum Qualifications of Security Guards 2.) Duly signed Statement of Availability of the following: (as specified in the Technical Requirements)</p> <ul style="list-style-type: none"> a. Firearms b. Vehicles, Motorboat, Tricycle, Motorcycle bicycle units and c. Base Radio, Handheld radio, electric friskers/metal detectors, heavy duty spotlight/flashlight, binoculars.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><u>Objective</u></p> <p>The SERVICE PROVIDER shall provide the security services required by the CLIENT for the following areas, owned/managed by the CLIENT, namely:</p> <ol style="list-style-type: none"> 1. Big Island and Coastal Patrol Group (CPG-Bay City, Las Pinas) 2. Aguinaldo Boulevard Highway (R-1 Landstrip, land parallel to CAVITEX from NAIA road in Brgy. Tambo, Paranaque City to MERALCO Sub-Station in Brgy. Aldana, Las Pinas City including the Former Floating Houses near Paranaque Fisherman’s Wharf) 3. 20 Meters Libertad Channel Easement 4. Coastal Plaza Condominium and Waste Transfer Station 5. PRA Head Office and PNOC 6. Baseco Reclamation Project 7. Asean Avenue 8. CPCP vacant lots 9. Three major roads owned by PRA (PDMB, Diokno Blvd and Asean Avenue) 10. Fifty (50) meters easement PRA property along Bay Shore area 11. RRO Field Office at Esplanade MOA 12. Bacolod Reclamation Project 13. Such other areas that may later on be identified by the CLIENT. <p>The security services to be rendered by the SERVICE PROVIDER shall be in accordance with the Security Plan submitted by the SERVICE PROVIDER and accepted by the CLIENT.</p> <p><u>Responsibilities of the SERVICE PROVIDER</u></p> <ol style="list-style-type: none"> 1. The SERVICE PROVIDER agrees to efficiently and effectively implement and perform all the tasks and responsibilities it has outlined in the Security Plan as accepted by the CLIENT. <p>Provided however, that in the course of the execution on the site and as new situations may warrant, the SERVICE PROVIDER and the CLIENT may agree to adjust or revise the Security Plan or that the CLIENT may demand implementation of a new plan which it deems most suited to the existing situation and conditions at the site. It does not, however, preclude the CLIENT from increasing or decreasing the number of security guards posting as situation warrants.</p> <ol style="list-style-type: none"> 2. In the execution of the CLIENT-approved Security Plan, the SERVICE PROVIDER shall ensure that it shall assign and provide the CLIENT with qualified and trained security guards who possess the following minimum qualifications: <ol style="list-style-type: none"> a) Must be at least a high school graduate; b) Must be physically and mentally fit, at least 5 feet 4 inches in height; weight of no less than 120 lbs. and at least 22 years of age and not more than 45 years; and not addicted to or dependent in prohibited drugs or intoxicating liquor;

- c) Must be of good moral character and possess no derogatory records from the Philippine National Police (PNP);
- d) Must have one (1) year relevant experience.

The **SERVICE PROVIDER** shall ensure that the security guards are duly and currently licensed as private security guards in accordance with Republic Act No. 5487. The **SERVICE PROVIDER** shall submit certified true copies of said licenses to the **CLIENT** before deployment of the security guards.

Any violation of the foregoing provision shall be considered as substantial contractual breach by the **SERVICE PROVIDER** and shall entitle the **CLIENT** to immediately terminate this Contract with forfeiture of any and all sums due or payable to the **SERVICE PROVIDER** under this Contract.

- 3. The **SERVICE PROVIDER** shall provide the **CLIENT** with a total number of EIGHTY-THREE (83) uniformed security guards and shall be directly supervised by the **CLIENT'S** Security Officers. Any increase or decrease in the number of security guards as provided in this Contract shall be effected by a written request by the **SERVICE PROVIDER** or the **CLIENT**, as the case may be, and upon a written approval or order from the **CLIENT**, and without the need of execution of a new contract.
- 4. The **SERVICE PROVIDER** shall provide at its own expense, the necessary firearms, vehicles and other logistical facilities required by it for the execution of the Security Plan as well as provide the uniforms of the security guards assigned to their area of responsibility as enumerated above. All logistical equipment and facilities shall be in accordance with the prescribed specifications and shall be duly licensed and registered at all times.

The **SERVICE PROVIDER** hereby warrants that each security guard shall be familiar with the use and care of the weapons/equipment entrusted to them, and shall undergo periodic training and practice to improve their proficiency in the use of the same.

- 5. The **SERVICE PROVIDER** shall ensure a 24-hour posting of security guards at all area components of the cluster, scheduled in three (3) shifts per day, every day of the week in accordance with the guard posting prescribed in the Security Plan as approved by PRA. Each security guard shall render eight (8) hours of continuous service per shift.
- 6. The 24-hour security guards on duty shall be complimented with and at the **SERVICE PROVIDER'S** expense, the necessary firearms, properly marked and functional patrol vehicles, a motor boat with at least ten (10) person capacities, UHF radio communication systems and other equipment pursuant to the Security Plan of this Contract. The **SERVICE PROVIDER** shall also provide extra handheld radios or cellular phone/s to the **CLIENT'S** Security Officers for quick response and prompt monitoring.
- 7. The **SERVICE PROVIDER** shall submit to the **CLIENT** bi-monthly periodic Situationer Reports from the various detachments as well as render incident/spot reports at any occasion as deemed necessary.

8. The **SERVICE PROVIDER** shall ensure that the discipline and management of security guards shall be in conformity to the rules and regulations of the Philippine National Police - Security Agencies and Guards Supervision Division (PNP-SAGSD) and other pertinent legal issuances, as well as those of the **SERVICE PROVIDER**, other government agencies duly authorized for the purpose and or rules and policies laid down by the **CLIENT** on the matter. It shall be recognized further that the security guards assigned to the properties of the **CLIENT** shall be subject to the instructions of the duly designated security officers of the **CLIENT**.

The **SERVICE PROVIDER** shall have the exclusive and absolute right, to select, rotate reassign, suspend, terminate and/or impose disciplinary action over the security guard assigned to the **CLIENT**. Provided that the **CLIENT** shall have the right to screen, refuse, seek replacement or substitute entry to any security guard found guilty of acts inimical to the **CLIENT**'s interest and/or seek replacement or substitution from the **SERVICE PROVIDER**. The judgment of the **CLIENT** on such matters shall be final and binding and should the **SERVICE PROVIDER** refuse to abide, the former may consider the same a valid cause for the immediate termination of the Contract.

For any violation of the rules, regulations and policies hereby laid down, and/or unsatisfactory or non-performance of duties set forth under the Security Plan of the **SERVICE PROVIDER** as approved and accepted by the **CLIENT**, the **SERVICE PROVIDER** shall be duly penalized in accordance with *Article VII* of the Contract, without prejudice to the termination of this Contract by the **CLIENT**.

9. It is expressly agreed and understood that the security guards of the **SERVICE PROVIDER** are not employees of the **CLIENT** and as such, the **CLIENT** shall not in any way or manner be liable or responsible for any personal injury or damage to properties, including death sustained by or caused to or by any of the **SERVICE PROVIDER**'s employees or security guards assigned to the premises of the **CLIENT** during the performance of their duties. Insofar as any and all the security guards assigned to the **CLIENT** are concerned, the **SERVICE PROVIDER** shall at all times stand solely liable and/or responsible for the enforcement and compliance with all existing laws, rules and regulations, including the Labor Code, Social Security Law, Employees' Compensation Act, Medicare Act, HDMF Law and other related welfare legislations/issuances, and the **SERVICE PROVIDER** hereby further agrees and binds itself to save and hold the **CLIENT** free from any liability with respect thereto and/or which may arise therefrom. The **SERVICE PROVIDER** hereby agrees to hold the **CLIENT** free and harmless from all and any damages and liabilities that may be filed against the security guards by reason of their employment by the **SERVICE PROVIDER** under decrees and/or law pertinent to employer-employee relationship.
10. The determination of wages or compensation of the security guards shall be the exclusive prerogative of the **SERVICE PROVIDER** but not lower than the prescribed minimum wage law.

SERVICE PROVIDER shall submit to **CLIENT** the following documents:

- a) Copy of the BIO-DATA of each security guard enclosed with Security Guard License, local clearances, Medical Report, Drug test Result, Certificates of Training upon execution of the Contract;
- b) Copy of payroll or pay slips duly signed by the security guard assigned to **CLIENT** every billing;
- c) Log book entries and daily time records of the security guards shall be submitted every billing;
- d) Duly authenticated copy of SSS and Medicare premium remittances showing the names of the security guards assigned to **CLIENT** in monthly basis payment;
- e) Duly authenticated copy of PAG-IBIG Fund premium remittances showing the names of the security guards assigned to **CLIENT** every billing; and
- f) Monthly bank statements indicating the amount received by the security guards per billing period.
- g) Sworn Affidavit stating that the **SERVICE PROVIDER** has fully paid the wages of security guards and has remitted on time all premiums/sums due to the SSS, Philhealth, Pag-IBIG and complied with all other government laws, rules and regulations pertaining to his obligations and responsibilities as employer of security guards.

Non-submission of the foregoing documents *within the period of thirty (30) days from the date of submission of the billing* shall be a sufficient basis for the **CLIENT** to immediately terminate this Contract by giving the **SERVICE PROVIDER** a 30-day prior written notice therefore.

11. A **Liability Fund** shall be maintained to answer for any liability that may arise in the event that the **CLIENT** is made finally liable for any violation by **SERVICE PROVIDER** of wage order, rules or regulations relating to employee benefits and thereby **CLIENT** is required by order of any judicial or quasi-judicial bodies to pay penalties, damages, and wages due to non-payment or deficiency in payment to the **SERVICE PROVIDER**'s employees assigned to **CLIENT** under this Contract. An amount representing **Five percent (5%)** from every progress billing shall be retained by the **CLIENT** and shall be deposited in a bank account held in trust by the **CLIENT**. The interest thereon and the original retained money shall constitute as the **Liability Fund** to be used to satisfy the money claims that the employees may have against the **SERVICE PROVIDER**. This fund shall be retained for **three (3) years** from the expiration of the contract of security services, subject to extension until the employee's meritorious monetary claims, or decision requiring the payment thereof, has been satisfied. Such extension, however, shall only occur if an employee has filed a complaint within the three (3) year-retention period. Upon the expiration of the retention period, the remaining fund and interest thereon shall be released to the **SERVICE PROVIDER** provided that there are no pending litigations against the **CLIENT**. However, should the liability fund be insufficient to answer for any monetary claims adjudged by any judicial or quasi-judicial bodies, the **SERVICE PROVIDER**, shall upon demand of the **CLIENT**, reimburse the latter for any or all amounts paid by **CLIENT** to such **SERVICE PROVIDER**'s employees including penalties, damages and other charges for which **CLIENT** is made liable. In addition, **CLIENT** shall be entitled to collect from the **SERVICE PROVIDER** by way of liquidated

damages the amount of **three percent (3%)** per month of the amount due until full reimbursement of the sum paid by the **CLIENT** pursuant to this foregoing provision.

12. The **SERVICE PROVIDER** shall assume full responsibility for any loss, damages, theft, robbery, trespass or injury to life and/or property within its area under its security and protection due to the willful act or negligence of its security guards. Such loss or damage shall be reported by the **CLIENT** to the **SERVICE PROVIDER**'s guards within a reasonable time from discovery thereof by the **CLIENT**. The **SERVICE PROVIDER**, however, shall not be responsible for such damage or injury the **CLIENT** may suffer in the premises whenever such loss, damage or injury shall be due to force majeure or fortuitous events, negligence of the officers, agents and other employees of the **CLIENT**.
13. For investigation of cases involving injuries, losses and/or damages on the **CLIENT**'s properties, the **SERVICE PROVIDER** shall actively provide the necessary assistance to the local police agencies at its own cost. For the purpose of filing cases, any assigned security guards of the **SERVICE PROVIDER** are expressly authorized to act as witness for and in behalf of the **CLIENT**.
14. In line with principal objective of the Security Plan to prevent the proliferation of squatter structures and upon the effectivity of this Contract, the **SERVICE PROVIDER** shall at its own initiative and subject to existing laws, rules and regulations, stop and demolish any unauthorized structure that is being built or has been constructed within their areas of responsibility without due notice from the **CLIENT** except in areas to be specified by the **CLIENT** in which case any demolition shall be properly coordinated with the **CLIENT**. Should any personnel of the **CLIENT** determine the presence of any additional unauthorized structures at the site at any point in time upon which the **SERVICE PROVIDER** has not taken appropriate action, such shall be subject to the liquidated damages as provided in Article VII of this Contract.
15. The **SERVICE PROVIDER** shall report in writing to the **CLIENT** through its appointed Head Guard within twenty-four (24) hours from its occurrence or discovery, any incident or loss, damage or injury to its properties or personnel or any person within the premises of the **CLIENT**'s properties.
16. Upon signing of the Contract, the **SERVICE PROVIDER** shall post a performance security either in the form of cash, manager's check, cashier's check, bank draft, irrevocable letter of credit or Surety Bond callable on demand in accordance with the following:
 - a) Cash, manager's check, cashier's check, irrevocable letter of credit, bank draft – five percent (5%) of the total contract price.
 - b) Surety Bond (Callable upon Demand with Official Receipt) – thirty percent (30%) of the total contract price.

This performance bond shall be posted in favor of the **CLIENT** and shall guarantee the payment of the amount of the bond as penalty in the event it is

established that the **SERVICE PROVIDER** is in default in his obligations as stipulated in this Contract.
This performance bond shall be co-terminus with the duration of this Contract and may be released only upon written order of the **CLIENT**.

Responsibilities of the CLIENT

1. The **CLIENT** shall provide the **SERVICE PROVIDER** with the basic, necessary information on the properties subject of the Security Plan as follows:
 - a.) The latest census reports on the properties concerned, a joint verification of which shall be conducted by both parties upon effectivity of this contract;
 - b.) A survey plan of the properties concerned to define the boundaries of said areas, a joint ocular inspection for which shall likewise be conducted for the purpose upon the turn-over of responsibilities;
 - c.) An inventory of any or all materials, facilities, fixtures and other physical properties of the **CLIENT** on site which shall be turned-over to the **SERVICE PROVIDER** for security and protection;
 - d.) The set of administrative rules, regulations and policies that the **CLIENT** observe in the conduct of its affairs on the properties; the **CLIENT** shall likewise furnish the **SERVICE PROVIDER** any further rules and/or policies that would be relevant to the conduct of its tasks;
 - e.) A list of authorized **CLIENT's** personnel whom the **SERVICE PROVIDER** shall coordinate with in the performance of its tasks.
2. The **CLIENT** shall provide any structural requirements on the site such as standard guard outposts, detachment stations or barracks and signboards

Liquidated Damages and Penalties

1. For the unsatisfactory performance of the **SERVICE PROVIDER** insofar as the inability to prevent the proliferation of unauthorized structures, the **CLIENT** shall be paid by the **SERVICE PROVIDER** the amount of **Fifty Thousand Pesos (P50,000.00)** for each additional structure/shanty built within his area of responsibility. The following are also subject to liquidated damages:
 - a) Expansion/built up of existing structures/shanties to any size – fine, **P35,000.00** each unit.
 - b) Conversion of structures/shanties from commercial to residential and vice versa – fine, **P35,000.00** each unit
 - c) Vendor(s) stalls, eatery stall, recreational stall, animal stalls and other related stalls – fine, **P35,000.00** each unit.
 - d) For the Marine Patrol CPG – fine **P35,000.00** for each construction of fish traps, stilt houses, banca platforms, floating houses and mussel plantation and other similar structures. Fine of **P500.00** per unauthorized bamboo pole erection.
 - e) Unauthorized repair of structures/shanties – fine, **P10,000.00** per unit.

Such will be applied upon verification and confirmation of said additional structures during the effectivity of the Contract and/or upon the survey/census of the properties concerned to be conducted jointly by both parties quarterly. Immediately after confirmation/verification of the existence of unauthorized shanty/structure/stall, the **SERVICE PROVIDER** shall notify the Owner of unauthorized shanty/structure/stall to remove/demolish his/her shanty/stall/structure within seven (7) calendar days from receipt of notice. Should the owner of unauthorized shanty/structure/stall fail to remove/demolish the same within the specified period of time, the **SERVICE PROVIDER** shall be responsible for the removal/demolition of the unauthorized shanty/stall/structure, including all cost appurtenant thereto, within another period of seven (7) calendar days upon the expiration of the 7-calendar day period. The **CLIENT** shall hold from the **SERVICE PROVIDER**'s periodic billing, the equivalent amount of the liquidated damages, for a 30-day period within which the **SERVICE PROVIDER** shall have to demolish the illegal structure/s. Should the **SERVICE PROVIDER** not be able to demolish said structures within the said period, the **CLIENT** shall have the right to deduct the amount held from the periodic billing as payment for liquidated damages without prejudice to termination of contract.

2. The **CLIENT** hereby imposes and the **SERVICE PROVIDER** hereby agrees to undertake the appropriate compensatory action and/or effect payment of penalties for the loss, damage and any form of unsatisfactory performance in the conduct of the responsibilities as stated in the approved Security Plan as follows:

- a) Loss or damage of materials/equipment at the area of responsibility; the actual value of the loss or extent of damages of such property;
- b) Unauthorized dumping of materials; undertake the clearing/hauling of the materials at its own cost or the deduction by the **CLIENT** from subsequent billings, the equivalent cost of hauling of said materials;
- c) Incomplete equipment/facilities on site as committed under this contract: One Thousand Pesos (P1,000.00) per lacking item to be deducted from billing for the period;
- d) Incomplete guard posting/abandonment of post: one day guard's pay deduction per absentee guard posting from the billing for the period;
- e) Improper uniform, drunkenness, misbehavior of guards during their tour of duty; replacement of guards concerned and deduction of one day guard's pay per guard involved from the billing for the period.

The **CLIENT**, however may allow the payment of such penalties sustained by the **SERVICE PROVIDER** from the performance bond posted by it. Should the performance bond be insufficient, unavailable or if to the **CLIENT**'s judgment is not expeditious to effect payment by the **SERVICE PROVIDER** for such penalties, the amount due shall be deducted by the **CLIENT** from any money due to the **SERVICE PROVIDER** under this Contract.

3. Tampering/falsification of individual time records of the security guards will merit the immediate removal of the security guard concerned and shall be a

ground for termination of the Contract if done with knowledge and/or behest of any of the **SERVICE PROVIDER**'s personnel.

PRICE ESCALATION

For the given scope of work in this Contract as awarded, all bid prices are considered fixed for a duration of one (1) year, and therefore not subject to price escalation during contract implementation, except under:

1. Extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR as amended
2. Increase in the minimum daily wage or SSS, HDMF, Medicare, Employee's Compensation premium, PAG-IBIG Fund premium, bonuses or taxes presently applicable there shall be a corresponding adjustment in the contract price in the amount consistent with approved PNP- SAGSD/PADPAO adjusted rates to the effect on the effectivity date of such adjustment upon the request of the **SERVICE PROVIDER**. The claim on such adjustment must be supported by a request by the **SERVICE PROVIDER** and other documents requested by the **CLIENT** for the processing.
3. If during the term of the Contract, the Procuring Entity sees the need for an increase or decrease in the number of security guards, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.

TERMINATION OF THE CONTRACT

1. Based on the assessment done by the **CLIENT** of the performance of the **SERVICE PROVIDER** before the end of each contract year, the **CLIENT** may pre-terminate the contract for failure by the **SERVICE PROVIDER** to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.

TAXES

1. Pursuant to Executive Order No. 398 dated January 12, 2005, the **SERVICE PROVIDER** shall regularly present, within the duration of this contract, a tax clearance from the BIR as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
2. All taxes due and payable by reason of this Contract shall be for the account of the **SERVICE PROVIDER**.

PROCEDURE FOR SETTLEMENT OF CONFLICTING CLAIMS

Any disputes concerning questions of facts, as to the proximate cause of loss, damage or injury mentioned in this Contract that may be sustained by the

CLIENT, shall be jointly determined by investigators of both parties with the assistance or participation of any government law-enforcement or investigating body. A joint written report of the results of such investigations shall be submitted by the investigators to the **CLIENT's** General Manager, who shall finally determine the party liable based on the joint written report.

OTHERS

1. In the event that the **SERVICE PROVIDER** passes the level of satisfaction of service required pursuant to the performance criteria in accordance with the “**Technical Specifications**” Section of the GCC Clause 1 on this SCC, the **SERVICE PROVIDER** shall execute and deliver to the **CLIENT** a Performance Security in accordance with Section II (Instruction to Bidders) prior to the commencement of the succeeding contract period.
2. In the event of failure by the **SERVICE PROVIDER** to satisfactorily perform and render the service stated in this Contract or declaration of a strike by the guards against either party or both, or of intervening legal impediments, the **CLIENT** shall have the right to terminate this Contract. If the **SERVICE PROVIDER** is culpable, the **CLIENT** may likewise confiscate or forfeit the performance bond of the **SERVICE PROVIDER**, without prejudice to payment by the **SERVICE PROVIDER** of penalties as well as property losses or damages that the **CLIENT** may have suffered as a result thereof.
3. The **SERVICE PROVIDER** warrants that none of its officials or representatives have given or promised to give any money or gift to any employee/official of the **CLIENT** or the Government to influence the decision regarding the awarding of this Contract, nor has the **SERVICE PROVIDER** or any of its officials or representatives exerted or utilized any unlawful influence to solicit to secure the contract through an agreement to any commission, percentage, brokerage or contingent fee from the contract price, without prejudice to the **SERVICE PROVIDER's** or any other person's civil, administrative or criminal liability under the Anti-Graft Law and other applicable laws. Any violation of this warranty shall be sufficient ground for revocation/cancellation of this Contract.

The **SERVICE PROVIDER** warrants that it shall comply with all the existing pertinent laws, rules and regulations and any violation thereof which adversely affects the quality and efficiency of the service shall be a ground for termination of this Contract.

4. Any payment or extension of Contract period, or failure on the part of the **PROCURING ENTITY** to enforce any of its rights herein shall not be construed as waiver or renunciation on the party of the **PROCURING ENTITY** of any right under this Contract or any recourse or action available to it under law or regulation.

5. If any condition or provision of this Contract is held invalid or declared contrary to law, the validity of the other conditions or provisions shall not be affected.

Delivery and Documents –

For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered *[indicate place of destination]*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is *ROLANDO V. MAJADAS, SANCHO GLENN A. LASTIMOSA, DARRYL JAE O. AMPOSTA and CHERYL MARIE H. MICLAT.*

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

Select appropriate requirements and delete the rest.

- 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
- 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.
- f. *[Specify additional incidental service requirements, as needed.]*

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

3. 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
4. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

Packaging –

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:
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

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.

Transportation –

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.

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.

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.

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>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>The PROCURING ENTITY shall be billed semi-monthly and shall pay within fifteen (15) calendar days upon receipt of the statement of account from the SERVICE PROVIDER unless there shall be any points of verification needed in the processing of the payment. The rates shall strictly comply at all times with the PADPAO adjusted rate as approved by the Chief, Philippine National Police, but excluding the retirement benefit. The statement of account or billing for the services rendered by the SERVICE PROVIDER shall always be supported by adequate and appropriate supporting documents or receipts (properly accomplished daily attendance sheets, payroll or pay slips, SSS, PhilHealth, ECC and Pag-IBIG remittances). Failure to submit the complete supporting documents within a period of thirty (30) calendar days from the date of submission of the billing statement shall be a ground for the termination of the Contract/Agreement.</p> <p>The SERVICE PROVIDER shall deposit thru an ATM Account the salaries of each security guard assigned to the CLIENT's properties. This is to ensure that the guards have been given their appropriate wages based on the Minimum Wage Law and other employee benefits accorded by law. Further, the SERVICE PROVIDER shall submit to the CLIENT a Bank statement or certification as proof of payment.</p>
4	<p>The inspections and tests that will be conducted are: inspections of committed firearms, licenses, vehicles, handheld radios/UHF radios and communication systems.</p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1.	Big Island and Coastal Patrol Group (CPG-Bay City)	8	8	On the date provided under the NTP
2.	Aguinaldo Highway (R1 Landstrip). To include the Former Floating Houses near PFW Parañaque City,	13	13	
3.	Libertad Channel	4	4	
4.	Coastal Plaza Condominium and WTS	12	12	
5.	Legaspi Towers 200 and PNOC	6	6	
6.	Baseco Reclamation Project	6	6	
7.	Asean Avenue	6	6	
8.	CPCP vacant lot	6	6	
9.	Three major roads owned by PRA (PDMB, Diokno Blvd and Asean Avenue)	6	6	
10.	Fifty (50) meters easement PRA property along Bay Shore area	6	6	
11.	RRO Field Office at Esplanade MOA	3	3	
12.	Bacolod Reclamation Project	7	7	
13.	<p>Firearms: (Licensed, functional, with sufficient ammunition of at least 12 rounds for every shotgun and 18 rounds for pistol)</p> <ul style="list-style-type: none"> - shotgun 12 gauge - pistol cal. 9 mm 	30 2	30 2	
14.	<p>Vehicles: (Registered, roadworthy, functional, including fuel requirements)</p> <ul style="list-style-type: none"> - Asian Utility Vehicle (1 unit): 4 wheel, at least 2017 model or newer - Motorboat: 16 HP and above, sea worthy with life vests - Bicycle/mountain bike - Brand new Tricycle - Brand new motorcycle 	1 1 2 1 1	1 1 2 1 1	

15.	Other equipment: (Corresponding license, functional, including batteries) <ul style="list-style-type: none"> - Base radio communication (Head Office and CPCP) - Handheld radio - Metal detector/electric friskers - Heavy duty spotlight/flashlight - Binoculars 	2	2	
		28	28	
		4	4	
		27	27	
		1	1	

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1.	<p>SECURITY GUARD</p> <ul style="list-style-type: none"> - A total of eighty-three (83) security guards - Must be at least a high school graduate - Must be physically and mentally fit, at least 5 feet 4 inches in height, weight of not less than 120 lbs. and at least 22 years old of age, not more than 45 years old; not addicted to or dependent on prohibited drugs or intoxicating liquor, and is fully vaccinated against COVID-19 - Must be of good moral character and possess no derogatory records from the Philippine National Police - Duly and currently licensed as private security guard in accordance with Republic Act 5487 - One (1) year relevant experience 	
2.	<p>Firearms: (Licensed, functional, with sufficient ammunition of at least 12 rounds for every shotgun and 18 rounds for pistol)</p> <ul style="list-style-type: none"> - shotgun 12 gauge (30 units) - pistol cal. 9 mm (2 units) 	
3.	<p>Vehicles: (Registered, roadworthy, functional, including fuel requirements)</p> <ul style="list-style-type: none"> - Utility Vehicle: 4 wheel, at least 2017 model or newer (1 unit) - Motorboat: 16 HP and above, sea worthy with life vests (1 unit) - Bicycle/heavy duty mountain bike (2 units) - Brand new Tricycle (1 unit) - Brand new Motorcycle (1 unit) 	
4.	<p>Other equipment: (Corresponding license, functional, including batteries)</p> <ul style="list-style-type: none"> - Base radio communication (Head Office and CPCP) (2) - Handheld radio (28) - Metal detector/electric friskers (4) - Heavy duty spotlight/flashlight (27) - Binoculars (1) 	
5.	Security Plan with scope of Work and Deployment Schedule (Annex “A”)	
6.	The service provider shall maintain at least a 75% passing rate of satisfactory level of performance throughout the term of the Contract based on the prescribed set of Performance Criteria.	

	Performance Criteria for Renewal of Contract 1. Quality of service delivered 40% 2. Time management 5% 3. Management and suitability of personnel 25% 4. Contract administration and management 25% 5. Provision of regular progress reports 5% TOTAL RATING 100%	
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I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct. Otherwise, if found false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Signature over Printed Name of
Authorized Representative

Date

Security Plan

SUMMARY OF DEPLOYMENT OF GUARDS

PROJECTS/SITES	Proposed Number of Guards
Big Island and Coastal Patrol Group (CPG-Bay City)	8
Aguinaldo Highway (R1 Landstrip). To include the Former Floating Houses near PFW Parañaque City,	13
Libertad Channel	4
Coastal Plaza Condominium and WTS	12
PRA Head Office	6
Baseco Reclamation Project	6
Asean Avenue	6
CPCP vacant lot	6
Three major roads owned by PRA (PDMB, Diokno Blvd and Asean Avenue)	6
Fifty (50) meters easement PRA property along Bay Shore area	6
RRO Field Office at Esplanade MOA	3
Bacolod Reclamation Project	7
TOTAL	83

SUMMARY OF EQUIPMENT

PROJECT/SITE	SHOT GUN	PISTOL	RADIO		VEHICLES	Metal Detector/ Electric Frisker	HEAVY DUTY SPOTLIGHT	BINOCULARS
			Handheld	Base				
Big Island:	1		1	-	Bicycle (1)		1	1(Big Island)
Coastal Patrol Group (Bay City)	4		3	-	Motor Boat (1)	-	-	
Aguinaldo Highway R-1 Landstrip	5	-	4	-	Utility Vehicle (1) Four (4) wheel, 2017 model	-	4	-
Libertad Channel	2	-	2	-	-	-	2	-
CPCP & WTS former MMDA impounding area	4	-	3	1	Bicycle (1)	1	4	-
PRA Head Office	-	2	1	1	-	2	2	-
Asean Avenue	2	-	2	-	-	-	2	-
Baseco Reclamation Project	2	-	2	-	-		2	-

CPCP vacant lot	2	-	2	-	-	-	2	-
Three major roads owned by PRA (PDMB, Asean Avenue and Diokno Blvd)	2	-	2		Tricycle (1)	-	2	-
Fifty (50) meters easement PRA property	2	-	2	-	-	-	2	-
RRO Field Office at Esplanade MOA	1	-	1	-	-	1	1	-
Bacolod Reclamation Project	3	-	3	-	Motorcycle (1)	-	3	-
TOTAL	30	2	28	2	6	4	27	1

I. BIG ISLAND AND COASTAL PATROL GROUP (CPG-Bay City) – 24 Hours

a. Project Description

The Detachment is based at the Big Island within the 750 hectares Three Islands Project, mostly underwater from Paranaque River Channel extending to Talaba, Bacoar, Cavite.

b. Proposed Number of Guards: Eight (8) Security Guards including Headguard

Assignment	SHIFT			TOTAL	LOGISTICS			Heavy Duty Spotlight	Binoculars
	1 st	2 nd	3 rd		Shotgun	Radio	Vehicle		
Off-Shore Patrol (7:00 am-3:00 pm)	4	-	-	4	4	3	Motorboat (1)	-	1
Big Island	1	1	2	4	1	1	Bicycle (1)	1	-
TOTAL				8	5	4	2	1	1

c. Logistics Requirements

	Description	Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	5
2	Handheld Radio: Licensed and functional.	4
3	Motorboat: 16 Horsepower, capacity: ten (10) persons, functional including fuel requirements, seaworthy with life vests.	1
4	Bicycle: in good running condition.	1
5	Heavy Duty Spotlight: with batteries/functional.	1

6	Binoculars	1
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d. Duties and Responsibilities

- Prevent the construction of fish cages, mussel poles, fish traps, stilt and floating houses at the Bay area.
- Prevent entry of intruders before reaching the island.
- Intercept intruders before reaching the island.
- To monitor/spot possible intruders to the Big Island from La Huerta and Bacoor entry points
- Secure PRA representatives during routine inspection and official business in the area.
- Submit a written report to the Estates Management Dept. of any incident transpired in the area
- Log daily activities.

II. AGUINALDO HIGHWAY (R-1 Landstrip) – Twenty four – (24) Hours

a. Project Description

Stretch of land parallel to Manila-Cavite Coastal Road from NAIA road, Tambo, Paranaque City to MERALCO Sub Station Barangay Aldana, Las Piñas City.

- b. Proposed Number of Guards:** Thirteen (13) Security Guards including Det. Commander, Asst. Det. Commander and Officer-in-charged.

Aguinaldo Highway (R-1 Landstrip)	SHIFT			Total	LOGISTICS			
	1 st	2 nd	3 rd		Shotgun	Radio	Vehicle	Heavy duty Spotlight
Mobile Patrol	4	4	5	13	5	4	1	4
TOTAL	4	4	5	13	5	4	1	4

c. Logistic Requirements

	Description	Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	5
2	Handheld Radio: Licensed and functional.	4
3	Utility Vehicle: 2017 model, roadworthy, Registered, including fuel requirements and functional.	1
4	Heavy Duty Spotlight: with batteries and functional.	4

d. Duties and Responsibilities

1. Prevent construction, improvement, extension, repair of residential, commercial and other form of structures.
2. Conduct motorized patrols at least five (5) trips per shift from Tambo NAIA Road up to MERALCO Sub-station in Barangay Aldana, Las Piñas.
3. Prevent squatters attempting to settle at PRA properties.
4. Dismantle all illegal structures, extension and improvements built in the area.
5. Submit a written report to the Estates Management Dept. of any incident transpired in the area.
6. Secure PRA representatives during routine inspection and official business at the area.
7. Log all daily activities.

III. LIBERTAD CHANNEL

a. Project Description

20 Meters easement titled property located at Libertad Pasay City

b. Proposed Number of Guards: Four (4) Security Guards

Libertad Channel	Shift			Total	LOGISTICS			
	1st	2nd	3rd		Shotgun	Radio	Vehicle	Heavy Duty Spotlight
	1	1	2	4	2	2	-	2

c. Logistics Requirements:

	Description	Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	2
2	Handheld Radio: Licensed and functional.	2
3	Heavy Duty Spotlight: with batteries and functional	2

c. Duties and Responsibilities

1. Prevent the proliferation of squatters in the area
2. Prevent the entry of heavy equipment in the area
3. Secure PRA employees during ocular inspection
4. Submit written report to ADMIN Department of any form incident
5. Log all activities in the area.

IV. COASTAL PLAZA CONDOMINIUM & WTS Twenty four – (24) Hours

a. Project Description

Eight (8) four-storey cluster buildings in a four (4) hectare compound along Manila Cavite Coastal Road at Brgy. Daniel Fajardo, Las Pinas City secured by four (4) feet high concrete walls as base with six (6) feet high cyclone wire on top.

b. Proposed Number of Guards: Twelve (12) security guards

Location	Shift			Total	LOGISTICS					
	1 st	2 nd	3 rd		Shotgun	Radio		Vehicle	Metal Detector /Electric Frisker	Heavy Duty Spotlight
						Base	Hand held			
Main Gate	1	1	1	3	1	1			1	1
Roving	1	1	1	3	1		1	1		1
Gate 4	1	1	1	3	1		1			1
WTS Gate	1	1	1	3	1		1			1
TOTAL	4	4	4	12	4	1	3	1	1	4

c. Logistic Requirements

Description		Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	4
2	Bicycle: Heavy duty and functional	1
3	Handheld Radio: Licensed and functional.	3
4	Base Radio: with batteries, and functional.	1
5	Metal Detector/Electric Frisker	1
6	Heavy Duty Spotlight: with batteries and functional	4

d. Duties and Responsibilities

1. Gate guards controls the entry of persons/vehicles.
2. Gate guards inspect vehicles coming in and out of the CPCP compound.
3. Roving guards patrol within and around the building, preventing any unauthorized entry to vacant condominium units.
4. Roving guards shall secure the condominium units from theft, looters, vandals and vagrants.
5. Secure PRA representatives during routine inspection, official business. Roving guard is temporarily detailed in front of CPCP Administration Office to secure the CPCP Administrator during collection day.
6. Submit a written report to the Estates Management Dept. if any incident transpired in the CPCP premises.
7. Log all daily activities.

V. PRA HEAD OFFICE – 24 Hours

a. Project Description

Office at the 7th, 8th and 9th floors of Legaspi Towers 200 Bldg., 107 Paseo de Roxas St., Legaspi Village, Makati City. *(once renovation is completed)*

Current temporary address: Ground floor, 2nd and 3rd floors, PNOC Bldg 3 and Ground floor PNOC Bldg. 4A, Energy Center, Rizal Drive, Bonifacio Global City, Taguig

b. Proposed Number of Guards: Six (6) Security Guards

PRA	Shift			Total	LOGISTICS				
	1 st	2 nd	3 rd		Pistol	Radio		Metal Detector /Frisker	Heavy Duty Spotlight
						Base	Hand held		
PNOC Bldg 3 (GF)	1	1	1	3	1		1	1	1
Legaspi Towers 200 (7 th and 8 th Floors)	1	1	1	3	1	1		1	1
TOTAL	2	2	2	6	2	1	1	2	2

c. Logistic Requirements

	Description	Quantity
1	Pistol 9MM: Licensed, functional and with sufficient ammunition.	2
2	Base Radio: Licensed and functional.	1
3	Handheld Radio: Licensed and functional.	1
4	Electronic Frisker: Functional	2
5	Flashlight: with batteries, heavy duty and functional.	2

d. Duties and Responsibilities

1. Ensure the safety of employees and safeguard documents, equipment and facilities of PRA.
2. Observe and record the movements of equipment and facilities inside the PRA premises.
3. Inspect visitors and issue Visitor's Slip in exchange of IDs of visitors and clients transacting business in the office.
4. Detailed night guards should secure passageways.
5. Turn-off electrical equipment and utilities not in use after office hours.

6. Submit a written report to the **ADMIN. DEPT.** of any incident transpired PRA premises.
7. Log all daily activities.

VI. BASECO RECLAMATION PROJECT – Twenty four (24) Hours

a. Project Description

A partially reclaimed project of PRA which covers less than 10 hectares located in BASECO Area, Tondo, Manila.

b. Proposed Number of Guards: Six (6) Security Guards

Baseco Reclamation Project	Shift			Total	LOGISTICS		
	1 st	2 nd	3 rd		Shotgun	Handheld Radio	Heavy Duty Spotlight
Roving	2	2	2	6	2	2	2
TOTAL	2	2	2	6	2	2	2

c. Logistic Requirements

Description		Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	2
2	Handheld Radio: Licensed and functional.	2
3	Heavy Duty Spotlight: with batteries, heavy duty and functional	2

d. Duties and Responsibilities

1. Prevent the entry of illegal settlers in the area.
2. Prevent construction of residential, commercial (e.g. pig pens, rolling store, tent, cottage / dressing room and other forms of structures).
3. Log all activities and submit report/copies of the same to PRA every end of the month.
4. Prevent dumping of garbage and waste materials at the area.
5. Secure PRA representative/s during routine inspection and official visit in the area.
6. Prevent hauling of sand within the BASECO compound.

VII. Asean Avenue – Twenty four (24) Hours

a. Project Description

Eight lanes road owned by PRA serve as access going to Solaire Resort and Casino and CBP-1.

b. Proposed Number of Guards: Six (6) Security Guards.

Asean Avenue	Shift			Total	LOGISTICS		
	1 st	2 nd	3 rd		Shotgun	Radio	Heavy Duty Spotlight
Post 1	1	1	1	3	1	1	1
Post 2	1	1	1	3	1	1	1
TOTAL	2	2	2	6	2	2	2

c. Logistic Requirements

Description		Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	2
2	Handheld Radio: Licensed and functional.	2
3	Heavy Duty Spotlight: with batteries, heavy duty and functional.	2

d. Duties and Responsibilities

e.

1. Log all entry of heavy equipment and vehicles at the ASEAN AVENUE strictly implement the PRA policy of “No Permit No Entry” of construction vehicles and submit reports/records of heavy equipment and vehicles duly signed by the guards on duty to the PRA Security Officer every Friday.
2. Secure PRA representative/s during routine inspection and official visit at the area.
3. Log daily activities and forward copies of the same to PRA every end of the month.
4. Ensure that the guards are adequately informed of the Policy and Guidelines for the entry of construction vehicles at the ASEAN AVENUE e.g. No Permit, No Entry, recording of the plate number & construction materials, signing of logbook by the driver etc. Prior approval/clearance from PRA must be obtained for any change in guard postings at the ASEAN AVENUE.
5. Submit report to PRA of any unusual incident within 24 hours.

VIII. CPCP Vacant Lot – Twenty four (24) Hours

a. Project Description

CPCP vacant lot situated besides Our Lady of Peace Hospital in Barangay San Dionisio, Parañaque City and Barangay Aldana, Las Piñas City.

b. Proposed Number of Guards: Six (6) Security Guards.

CPCP VACANT LOT/DIOKNO PROPERTY	Shift			Total	LOGISTICS		
	1 st	2 nd	3 rd		Shotgun	Radio	Spotlight

CPCP Vacant lot	1	1	1	3	1	1	1
DIOKNO BLVD	1	1	1	3	1	1	1
TOTAL	2	2	2	6	2	2	2

c. Logistic Requirements

Description		Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	2
2	Handheld Radio: Licensed and functional.	2
3	Spotlight: with batteries, heavy duty and functional.	2

d. Duties and Responsibilities

1. Prevent the proliferation of squatters and construction of any materials at the CPCP vacant lot.
2. Dismantle all illegal structures notice in the area.
3. Secure PRA representatives during routine inspection and official business in the area.
4. Submit a written report to the Estates Management Dept. of any incident transpired in the area.
5. Log all daily activities.

IX. Three major roads at CBP – 1A (PDMB, DIOKNO BLVD, ASEAN AVENUE) – Twenty four (24) Hours

a. Project Description

PDMB, Asean Avenue and Diokno Boulivard, three major roads owned by PRA located at CBP -1A in Parañaque City.

b. Proposed Number of Guards: Six (6) Security Guards.

Three major roads PRA property at CBP – 1A	Shift			Total	LOGISTICS			
	1 st	2 nd	3 rd		Shotgun	Vehicle	Radio	Spotlight
	2	2	2	6	2	1	2	2

c. Logistic Requirements

Description		Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	2
2	Handheld Radio: Licensed and functional.	2

3	Spotlight: with batteries, heavy duty and functional.	2
4	One (1) brand new motor tricycle, registered, including fuel requirements	1

d. Duties and Responsibilities

1. Prevent the illegal construction, illegal taping and installation aerial cables on easement of the tree major roads.
2. Prevent illegal improvement and taping of all the drainage located along the tree major roads.
3. Move out/dismantle all illegal ambulant vendors occupying the area.
4. Conduct motorized roving inspection at least five trip per shift along the three major roads to ensure visibility and effectivity.
5. Monitor and report road damages to Technical department for assessment and appropriate action.
6. Secure PRA representatives during routine inspection and official business in the area.
7. Submit a written report to the Estates Management Dept. of any incident transpired in the area.
8. Log all daily activities.

X. Fifty (50) meters easement PRA property along Bay Shore area – Twenty four (24) Hours

a. Project Description

A fifty (50) meters easement PRA property along Bay Shore area in Parañaque City.

b. Proposed Number of Guards: Six (6) Security Guards.

50 meters easement PRA property	Shift			Total	LOGISTICS		
	1 st	2 nd	3 rd		Shotgun	Radio	Spotlight
	2	2	2	6	2	2	2

c. Logistic Requirements

	Description	Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	2
2	Handheld Radio: Licensed and functional.	2
3	Spotlight: with batteries, heavy duty and functional.	2

d. Duties and Responsibilities

1. Prevent the proliferation of squatters in the area
2. Secure PRA employees during ocular inspection
3. Submit written report to Estates Mgmt. Department of any form incident transpired in the area.
4. Log all activities in the area.

XI. RRO Field Office at Esplanade MOA – Twenty four (24) Hours

a. Project Description

Field Office of Reclamation and Regulation Office at Esplanade Seaside Mall of Asia

b. Proposed Number of Guards: Three (3) Security Guards

RRO Field Office	Shift			Total	LOGISTICS			
	1st	2nd	3rd		Shotgun	Radio	Metal Detector/ Frisker	Heavy Duty Spotlight
	1	1	1	3	1	1	1	1

c. Logistics Requirements:

	Description	Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	1
2	Handheld Radio: Licensed and functional.	1
3	Metal Detector/Electric Frisker	1
4	Heavy Duty Spotlight: with batteries and functional	1

c. Duties and Responsibilities

1. Ensure the safety of employees and safeguard documents, equipment and facilities of RRO field office.
2. Observe and record the movements of equipment and facilities inside the PRA premises.
3. Inspect visitors and issue Visitor's Slip in exchange of IDs of visitors and clients transacting business in the office.
4. Turn-off electrical equipment and utilities not in use after office hours.
5. Submit a written report to the **ADMIN. DEPT.** of any incident transpired PRA premises.
6. Log all daily activities.

XII. BACOLOD RECLAMATION PROJECT – Twenty four – (24) Hours

a. Project Description

More or less 2.5 hectares reclaimed PRA property located in Bacolod City

b. Proposed Number of Guards: Seven (7) Security Guards including Head guard

Bacolod Reclamation Project	Shift			Total	LOGISTICS			
	1st	2nd	3rd		Shotgun	Radio	Vehicle	Heavy Duty Spotlight
	2	2	3	7	3	3	1	3

c. Logistics Requirements:

Description	Quantity
-------------	----------

1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	3
2	Handheld Radio: Licensed and functional.	3
3	Motorcycle: Brand new motor cycle, registered, including fuel requirements.	1
4	Heavy Duty Spotlight: with batteries and functional	3

c. Duties and Responsibilities

- 1. Prevent the proliferation of squatters in the area**
- 2. Dismantle all illegal structures notice in the area.**
- 3. Prevent the entry of heavy equipment in the area**
- 4. Secure PRA employees during ocular inspection**
- 5. Submit written report to EMD Department of any form incident**
- 6. Log all activities in the area.**

***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);

Technical Documents

- (b) 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**
- (c) 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**
- (d) 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**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) 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

- (g) 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**
- (h) 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

- (i) 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

- (j) Original of duly signed and accomplished Financial Bid Form; **and**

- (k) Original of duly signed and accomplished Price Schedule(s).

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

- (l) *[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.
- (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

NOTE TO BIDDERS:

- A. All **bid forms** to be submitted by the Bidder **must bear the original signature of its Authorized Representative.**
- B. **Each Bidder shall submit one (1) original, one (1) photocopy and one (1) USB/CD** containing the scanned copy of the Eligibility & Technical Component and Financial Component.
- C. To facilitate checking of the bidding documents, these must be sorted in the same sequence listed above and separated by tabs or page separators.
- D. In accomplishing the Standard Forms, please consider the following information:

Procuring Entity	:	PHILIPPINE RECLAMATION AUTHORITY
Address of Procuring Entity	:	Philippine Reclamation Authority Building 3 PNO Compound Energy Center, Rizal Drive Bonifacio Global City Fort Bonifacio, Taguig City
Project Reference/ID No.	:	PBGOODS-22-002
Name of the Project	:	SECURITY SERVICES FOR PHILIPPINE RECLAMATION AUTHORITY (PRA) PROPERTIES
Name of Head of the Procuring Entity	:	ATTY. JANILO E. RUBIATO
Position of Head of Procuring Entity	:	General Manager & CEO

Section IX. Bid Forms Section

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Owner's Name Address Telephone Nos.	Nature of Work	Bidder's Role		Date Awarded Date Started Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

Note: This statement shall be supported with any of the following:

1. Notice of Award
2. Notice to Proceed issued by the owner; or,
3. Contract

Submitted by : _____

(Printed Name & Signature)

Statement of Single Largest Completed Contract (SLCC)

Which is Similar in Nature

Business Name : _____

Business Address : _____

Name of Client	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- Cut-off date for the Contract is for the past five (5) years,
- The Kinds of Goods should be similar to the Supply and Delivery of servers, desktops, and laptop computers, various printers and network equipment
- Include the contract as attachment

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

[Jurat]

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

Computation of Net Financial Contracting Capacity

The Net Financial Contracting Capacity (NFCC) is computed as follows:

NFCC = K (current asset - current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

Where K = 20 for more than two (2) years

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by Value of K	
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Submitted By:

Name of the Firm/Service Provider

Signature of Authorized Representative

Bid Form

Date : _____
Project Identification No. : _____

To: **PHILIPPINE RECLAMATION AUTHORITY**
PNOC Bldg. 3, Energy Center, Rizal Drive,
Bonifacio Global City, Taguig 1634

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: _____

Breakdown of Financial Bid

Project Title: **SECURITY SERVICES FOR PHILIPPINE RECLAMATION AUTHORITY (PRA PROPERTIES)**

Project ID: _____

Breakdown of Financial Bid

ABC : *Php* 29,429,169.12 (1st year)

PARTICULARS	COMPUTATION			
	NCR		RB VI (Western Visayas)	
	DAY SHIFT	NIGHT SHIFT	DAY SHIFT	NIGHT SHIFT
Equivalent No. of days in a year	394.40	394.40	394.40	394.40
Number of Hours per shift	8 Hours Duty	8 Hours Duty	8 Hours Duty	8 Hours Duty
A. AMOUNT DIRECTLY TO GUARD				
Daily Wage (Inclusive of COLA)				
Ave. Pay/Month (DW x no. of days per yr/12)				
Night Differential Pay (Ave. Pay/mo X 10%)				
Ave Pay/Month including Night Diff				
13th Month Pay (DW X 365/12/12)				
5 Days Incentive Pay (DW X 5/12)				
Uniform Allowance				
Total Amount Directly to Guard				
B. Amount to gov't in Favor of Guard				
Retirement Benefit				
SSS Premium (Effective Jan 2021)				
PhilHealth Premium (Basic x 4%/2)				
State Insurance Fund				
Pag-IBIG Fund				
Total Amount to Gov't in Favor of Guard				

C. TOTAL AMOUNT TO GUARD & GOV'T (A+B)				
D. ADMINISTRATIVE OVERHEAD				
VAT (12% of D)				
E. TOTAL C & D				
F. TOTAL MONTHLY COST PER SHIFT				
G. NUMBER OF GUARDS PER SHIFT	50	26	4	3
H. TOTAL MONTHLY COST PER SHIFT (F x G)				
I. TOTAL ANNUAL COST PER SHIFT (H x 12)				
GRAND TOTAL (DAY + NIGHT SHIFTS)				

Name of Company/Bidder

Signature Over Printed Name
of Authorized Representative

Date

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]

Contract for Security Services

THE PUBLIC IS INFORMED:

This contract made and entered into this ____ day of ____, 2022 at Makati City, Metro Manila, by and between:

PHILIPPINE RECLAMATION AUTHORITY (Public Estates Authority), a government instrumentality created by Presidential Decree No. 1084, as amended, with offices at the 6th, 7th, 8th & 9th Floors, Legaspi Towers 200 Bldg., 107 Paseo de Roxas St., Makati City, Metro Manila, represented herein by its duly authorized General Manager and CEO, **ATTY. JANILO E. RUBIATO**, duly authorized for this purpose as per Board Resolution No. ____, Series of 2022 (**Annex __**) and hereinafter referred to as the **“CLIENT”**;

-and-

_____, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at _____, represented herein by its duly authorized President and General Manager, _____, duly authorized for this purpose as per submitted Omnibus Sworn Statement (**Annex ____**) hereinafter referred to as the **“s”**.

ANTECEDENTS:

The **CLIENT** needs to engage the services of a competent and qualified security service **CONTRACTOR** for the purpose of providing Security Services at its temporary office located at Building 3, PNO Compound, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City, the principal office¹ of the **CLIENT**, located at 7th, 8th and 9th floors of Legaspi Towers 200 Building, Paseo de Roxas St., Makati City, and other project sites of the **CLIENT** and such other project sites that the **CLIENT** may acquire later on.

The **CLIENT’s** Board of Directors, under its Resolution No. ____, Series of 2022, attached as **Annex “__”**, approved the proposed procurement of the Security Services and appropriated an amount of **Pesos: _____**, for the first year of the three (3) year (Multi-Year) Contract of Security Services as well as granted authority to the **CLIENT’s**

¹ Once renovation of the Makati Office is completed

General Manager/CEO to sign and enter into a contract with the winning bidder.

Pursuant to and in compliance with Republic Act No. 9184 (R.A. No. 9184) otherwise known as the "Government Procurement Reform Act" and its 2016 Revised Implementing Rules and Regulations (IRR), the Invitation to Bid for Security Services for PRA Offices/Properties was duly posted in the Philippine Government Electronic Procurement System (PhilGEPS), the **CLIENT's** website and at conspicuous place within the **CLIENT's** Office premises from _____ to _____.

Public bidding was conducted on _____. After evaluation of the bid submitted by the **CONTRACTOR** and upon post-qualification pursuant to and in compliance with R.A. No. 9184 and its Revised IRR, the **CONTRACTOR's** Bid was rated and declared as the Lowest Calculated and Responsive Bid.

On _____, the **CLIENT's** Board of Directors under its Resolution No. _____, Series of 2022, approved the recommendation of the **CLIENT's** Bids and Awards Committee (BAC) to award the Contract to the **CONTRACTOR**, attached as **Annex "___"**.

A Notice of Award was issued on _____ to the **CONTRACTOR**. **NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereto agree as follows:

WHEREAS, the Office of the Government Corporate Counsel (OGCC) has reviewed this contract under Contract Review No. _____, series of 2022, and found this contract in order.

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 (**Annex ___**);
 - ii. Technical Specifications (**Annex ___**);
 - iii. General and Special Conditions of Contract(**Annex ___**); and
 - iv. Supplemental or Bid Bulletins(**Annex ___**), if any
 - ii. **CONTRACTOR's** bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted (**Annex ___**);

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 CLIENT's bid evaluation;

- iii. Performance Security(**Annex ____**);
 - iv. Notice of Award of Contract; and the CONTRACTOR's conforme thereto (**Annex ____**); and
 - v. Other contract documents that may be required by existing laws and/or the CLIENT in the PBDs. The CONTRACTOR 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, the CONTRACTOR agrees to provide security services in accordance with his/her/its Bid.
4. The CLIENT 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.

IN WITNESS WHEREOF, the parties have signed these presents on the date and place first above-mentioned.

**PHILIPPINE RECLAMATION AUTHORITY
(PUBLIC ESTATES AUTHORITY)**

Client

By:

ATTY. JANILO E. RUBIATO
General Manager/CEO

Contractor

By:

(Name of Contractor)

SIGNED IN THE PRESENCE OF:

Availability of Funds:

MA. CHONA T. FLORES
Manager, Budget and Treasury Dept.

ACKNOWLEDGMENT

Republic of the Philippines)
Makati City)S.S.

x-----x

BEFORE ME, a Notary Public for and in the City of _____, this _____ day of _____ 2022 personally appeared:

Name	Gov't. Issued ID	Date/Place Issued
ATTY. JANILO E. RUBIATO		

known to me to be the same parties who executed the foregoing instrument, and they acknowledge to me that the same is their true and voluntary act and deed as well as the entities herein represents.

This instrument refers to a Contract for Security Services consisting of ____ (____) pages including this page where the acknowledgement is written, signed by the parties and their instrumental witnesses on each page hereof.

WITNESS MY HAND AND SEAL on the date and place above written.

Doc. No.: _____;
Page No.: _____;
Book No.: _____;
Series of 2022

