



**PHILIPPINE NATIONAL OIL COMPANY
PNOC BLDG. 6, ENERGY CENTER, RIZAL DRIVE
BONIFACIO GLOBAL CITY, TAGUIG CITY**

PHILIPPINE BIDDING DOCUMENTS

**Rebidding for the 2024 Security Services
(Provincial Posts)**

Invitation to Bid No. 2024-09-129

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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



PHILIPPINE NATIONAL OIL COMPANY

PNOC Building 6, Energy Center

Rizal Drive, BGC, Taguig City

Tel No.: 8789-7662

www.pnoc.com.ph, www.philgeps.gov.ph

INVITATION TO BID

Rebidding for the 2024 Security Services (Provincial Posts)

Invitation to Bid No. 2024-09-129

1. Philippine National Oil Company (PNOC), through the *2024 Approved Corporate Operating Budget*, intends to apply the sum of **One Million Seventy-One Thousand Eight Hundred Seventy-Eight Pesos (PhP 1,071,878.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Rebidding for the 2024 Security Services (Provincial Posts)** with identification number **2024-09-129**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The PNOC now invites bids for the above Procurement Project. Delivery of Goods and Services and the completion of the project is required within **November 1 to December 31, 2024**. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

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 5183.
4. Interested bidders may obtain further information from the PNOC-Procurement Management Division and inspect the Bidding Documents at the address given below during **working hours from 8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 11, 2024** from the given address below and upon payment of a non-refundable fee amounting to **One Thousand Pesos (PhP 1,000.00)**. The procuring entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

6. The PNOC will hold a Pre-Bid Conference on **September 18, 2024 (10:30AM)** at PNOC Bldg. 6, Energy Center, Rizal Drive, BGC, Taguig City and/or through video conferencing via **Zoom**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the address indicated below on or before **October 1, 2024 (10:00AM)**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **October 1, 2024 (11:30AM)** at given address below and/or via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The PNOC 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:

**The Secretariat
Bids and Awards Committee
Philippine National Oil Company**

PNOC Bldg. 6, Energy Center
Rizal Drive, BGC, Taguig City
Telephone No. (02) 8789-7757

E-Mail: rgvergara@pnoc.com.ph / procurement@pnoc.com.ph

Website: www.pnoc.com.ph

12. For downloading of Bidding Documents
www.philgeps.com.ph and <http://www.pnoc.com.ph/bids.php>


ATTY. JOSEPHINE CASSANDRA J. CUI
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PNOC, wishes to receive Bids for the **Rebidding for the 2024 Security Services (Provincial Posts)**, including tools, equipment and materials, with identification number **2024-09-129**.

The Procurement Project **Rebidding for the 2024 Security Services (Provincial Posts)** for PNOC is composed of **One (1) Lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 Approved Corporate Operating Budget in the amount of **One Million Seventy-One Thousand Eight Hundred Seventy-Eight Pesos (PhP 1,071,878.00)**.

2.2. The source of funding is the Approved Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

- a. 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.
 - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

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

13. Bid and Payment Currencies

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

- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be *within one hundred twenty (120) calendar days from the date of 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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: Provision of manpower, necessary equipment / supplies and expertise for security services in various provincial properties.
7.1	<i>Sub-contracting is not allowed</i>
12	No further instructions
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than Twenty-One Thousand Four Hundred Thirty-Seven Pesos and 56/100 (PhP 21,437.56) or two percent (2%) of ABC, 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 Fifty-Three Thousand Five Hundred Ninety-Three Pesos and 90/100 (PhP 53,593.90) or five percent (5%) of ABC if bid security is in Surety Bond.
19.3	2024 Security Services (Provincial Posts). One Million Seventy-One Thousand Eight Hundred Seventy-Eight Pesos (PhP 1,071,878.00).
20.2	<ol style="list-style-type: none"> 1. Certified true copy of valid and current license to operate issued by the PNP SOSIA – CSG. 2. In compliance to the amount to government in favor of guard, bidder must submit a certificate issued by a bank or by a licensed and reputable fund manager showing that the bidder has maintained a retirement fund for its security guards, the fund should at least be two (2) years immediately preceding reckoned from the date of submission of bid. 3. Certified true copy of valid and current Certificate of Registration issued by DOLE. 4. "Notice of Result" on the compliance of the occupational safety from DOLE 5. Copy of ISO Certification – for ISO Certified Security Agency/ies. For Non-ISO Certified Security Agency/ies – the requirements are: "Certificate of Service" issued by its clients

	<p>stating the fact that: a.) The subject security agency had served for the company and its durations; and b.) The said contracted company is an ISO 9001 certified company.</p> <p>Note: <u>At least two (2) certification from the two (2) different companies/clients.</u></p> <p>6. SSS Clearance</p> <p>Alternative documents if SSS Clearance is not yet updated:</p> <ul style="list-style-type: none"> • Previous copy of SSS Clearance; and • Payment Instruction and Transaction Receipt with attached Electronic Collection Contribution List – electronic mail receipt issued by SSS for monthly premium payments (<i>for the last three (3) months</i>). <p>7. Pag-Ibig Clearance</p> <p>8. Philhealth Clearance</p>
21.2	No additional requirement

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided

by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause																																
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to the Contract are delivered to the Project Site. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination. ”</p> <p>The delivery terms applicable to this Contract are delivered to:</p>																															
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Bacolod City, Negros Occidental (Brgy. 21 & 39)	8:00am – 17:00 @ 8 hours shift (roving)	1
Total Security Guard		18

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:

Atty. Efren A. Legaspi
Manager – Asset Management Department

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.

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:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. 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 cost 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 *one (1) year*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *one (1) month* 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

	<p>Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>

2.2	No further instruction
4	No further instruction

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 No.	Description	Qty.	Delivery Period / Contract Duration
1	Security Services (Provincial Posts)	1 lot	November 1 to December 31, 2024 <i>pro-rated subject to actual start of the contract.</i>

Name of Company : _____

Authorized Representative: _____
(Name and Signature)

Section VII. Technical Specifications

Technical Specifications

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

Location	Schedule of Duties	No. of Guards	No. of PNOC lots	Statement of Compliance
Bauan, Batangas (BCT compound & outside properties)	7:00 – 19:00 / 19:00 – 07:00 @ 12hrs. shift (post)	2	1	
	8:00am – 17:00 @ 8 hours shift (roving)	1	6	
Batangas City (PSTC compound, Banaba South)	8:00am – 17:00 @ 8 hours shift (post & roving)	1	1	
Limay, Bataan (PNOC Staffhouse compound, Brgy. Lamao)	7:00 – 19:00 / 19:00 – 07:00 @ 12hrs. shift (post and roving)	2	1	
Limay, Bataan (52 has. Brgy. Alangan & Sitio Carbonsite properties)	06:00-14:00 (3 guards @ 8hrs shift) – for roving & 1 post)	6	12	
	14:00 - 22:00 (3 guards @ 8 hrs shift) - for roving & post)			
	22:00 – 06:00 (1 guard @ 8 hrs shift) – (post)	1		
Calamba, Laguna (Brgy. Parian)	8:00am – 17:00 @ 8 hours shift (post)	1	1	
Kalayaan, Laguna (Sitio Lunao, San Antonio)	8:00am – 17:00 @ 8 hours shift (roving)	1	2	

Legaspi City, Albay (Brgy. 38 – Gogon)	8:00am – 17:00 @ 8 hours shift (roving)	1	1	
Tagbilaran City, Bohol (Brgy. Ubujan)	8:00am – 17:00 @ 8 hours shift (roving)	1	2	
Bacolod City, Negros Occidental (Brgy. 21 & 39)	8:00am – 17:00 @ 8 hours shift (roving)	1	4	
Total Number of Security Guards		18		

Terms and Conditions of the Contract

A. Number of Security Personnel Required: Eighteen (18) security guards

B. Deployment Areas and Schedule of Duties:

Location	Schedule of Duties		No. of Guards	No. of PNOC lots
Bauan, Batangas (BCT compound & outside properties)	7:00 – 19:00 / 19:00 – 07:00 @ 12hrs. shift (post)		2	1
	8:00am – 17:00 @ 8 hours shift (roving)		1	6
Batangas City (PSTC compound, Banaba South)	8:00am – 17:00pm @ 8 hours shift (post & roving)		1	1
Limay, Bataan (PNOC Staffhouse compound, Brgy. Lamao)	7:00 – 19:00 / 19:00 – 07:00 @ 12hrs. shift (post and roving)		2	1
Limay, Bataan (52 has. Brgy. Alangan & Sitio Carbonsite properties)	06:00-14:00 (3 guards @ 8hrs shift) – for roving & 1 post)	14:00 - 22:00 (3 guards @ 8hrs shift) – for roving & post)	6	12
	22:00 – 06:00 (1 guard @ 8 hrs shift) – (post)		1	
Calamba, Laguna (Brgy. Parian)	8:00am – 17:00 @ 8 hours shift (post)		1	1
Kalayaan, Laguna (Sitio Lunao, San Antonio)	8:00am – 17:00 @ 8 hours shift (roving)		1	2
Legaspi City, Albay (Brgy. 38 – Gogon)	8:00am – 17:00 @ 8 hours shift (roving)		1	1
Tagbilaran City, Bohol	8:00am – 17:00		1	2

(Brgy. Ubujan)	@ 8 hours shift (roving)		
Bacolod City, Negros Occidental (Brgy. 21 & 39)	8:00am – 17:00 @ 8 hours shift (roving)	1	4
Total Security Guard		18	

C. Qualification of the Security Agency and its Security guards:

1. The security agency and its security guards to be posted must possess the necessary qualifications as mandated in operating a security agency as follows.

1.1 Qualification of Security Agency:

- a. With License to operate issued by Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) - Civil Security Group.
- b. The Security Agency must have been at least five (5) years in operation.
- c. The Security Agency must be ISO-certified (ISO 9001) and/or have worked for an ISO certified firm.
- d. Has the capacity to supply the required number of security personnel, security supplies, communication equipment, firearms, service vehicle, prescribed security agency uniform and other materials.
- e. Has the capacity to comply with the terms and condition of the contract and financial capacity to pay its security personnel posted.

1.2 Qualifications of security guards:

- a. with valid security license issued by PNP-SOSIA (CSG);
- b. physically and mentally fit to render security services;
- c. have undergone and passed neuro-psychiatric examination;
- d. have passed drug testing;
- e. with no pending criminal or administrative case;
- f. at least 5'4" in height;
- g. at least 22 but not over 45 years of age;
- h. have undergone training/seminars necessary to qualify as a security guard (with training certificate issued by valid Security Training School of the Philippines)

All certification of the security guards of passing the qualifications / requirement should form part of the 201 files and the CONTRACTOR shall furnish the same to PNOG.

D. Scope of Works:

1. The CONTRACTOR shall provide security guards to the COMPANY properties to secure from trespass, arson, theft, prevent intrusion of informal dwellers and/or further proliferation of informal dwellers, prevention of construction of illegal structures, maintain peace and order and implement appropriate security related administrative rules and regulations, directives with regard to security and safety of the company properties.
2. The CONTRACTOR shall provide appropriate and necessary license firearms, communication equipment, supplies and materials, service vehicles and other facilities, to wit:

2.1 Communications equipment

One (1) unit cellular phone per guard/post loaded and reachable at all times.

2.2 Firearms/Ammunitions

2.1 One (1) licensed firearm for properties/posts with more than one (1) security guard as follows:

- a.) PNOC Staff House, Limay Bataan;
- b.) Carbon Site & Alangan posts, Limay Bataan; and
- c.) Bauan, Batangas.

2.2. Licensed firearms to be supplied are any of the following:

- 9mm pistol fully loaded with extra ammunition
- 12 gauge shot-gun

2.3 Other support equipment/supplies and other facilities

I. For PNOC Staff House compound, Lamao, Limay Bataan:

- a. Provision of 24/7 CCTV camera;
- b. One (1) unit heavy duty flashlight;
- c. Three (3) units rechargeable emergency light;
- d. Three (3) units fire extinguisher;
- e. One (1) unit medicine cabinet with supplies;
- f. One (1) unit traffic vest.

II. For Carbon Site, Lamao, Limay Bataan

- a. One (1) unit binocular/telescope;
- b. One (1) unit fire extinguisher;
- c. One (1) unit medicine cabinet with supplies;
- d. Two (2) unit traffic vest;
- e. One (1) unit typewriter or computer set;
- f. One (1) filing cabinet
- g. Sufficient equipment and materials for extreme emergencies such as civil disturbances which will be utilized for PNOC, i.e. truncheons, shields and megaphone.

III. For Bauan Batangas & Banaba South Batangas City compound / areas:

- a. One (1) unit fire extinguisher for each area.

- b. Basic tool for security post maintenance to maintain cleanliness of the security post and its immediate perimeter (such as long bolo).

IV. Common supplies for all Posts/Areas:

- a. Logbooks for purposes of recording daily attendance per shift per post and daily events/activities.
- b. One (1) unit heavy-duty flashlight per post (must be replaced if found defective);
- c. Medical first aid kit per post;
- d. One (1) set of security paraphernalia (whistle with lanyards, batons, etc.) per post;
- e. One (1) pair rainboots per guard;
- f. One (1) pc. raincoat per guard;
- g. One (1) umbrella per guard/duty;
- h. Additional materials/supplies and others will be provided as the need arise or when deemed necessary in the proper discharge of guard's duty to effectively protect lives and properties in the area.

2.4 Service Vehicles

I. For Bataan Area:

One (1) mountain bike in good condition – to be utilized by the roving guard on duty for roving of PNOC properties covered by area of responsibilities (AOR).

II. For Bacolod City, Tagbilaran Bohol and Bauan Batangas areas:

One (1) mountain bike in good condition for each area – to be utilized by roving guard for roving of PNOC properties covered by the AOR

2.5 Security guard uniform

The security agency should provide its security personnel/guard posted on site with complete set of the prescribed agency security uniform.

- 3. The CONTRACTOR must conduct ocular inspection on the Area of Responsibility (AOR) and must submit Security Plan to include protection of the lot/area, maintenance of the existing fence, to be submitted to the Company within the first quarter of the contract.
- 4. The security personnel posted by the CONTRACTOR shall conduct daily routine inspection of the PNOC properties covered by the Area of Responsibility/ies. Result of the daily routine inspection should be recorded in the log book and reported to PNOC Asset Management Department supervising personnel for regular monitoring.

5. The CONTRACTOR and/or its security personnel assigned to the COMPANY posts shall observed the following security/reporting protocol to the COMPANY as follows:
 - 5.1 Daily activities and AOR lot status – Daily reporting shall be made in any of the following means of communication (call/text message/messenger) to PNOC Asset Management Department Supervising Personnel.
 - 5.2 Any unusual/illegal activities noticed/found within PNOC lots during the routine inspection should be reported immediately to the COMPANY after the discovery of the illegal activity and after conducting background security investigation to gather details/accurate information.
 - 5.3 Security measures to be implemented during the discovery of unusual/illegal activity, intrusion, illegal construction etc. are as follows:
 - a. The security personnel shall conduct immediate security investigation to determine the exact information, ask the intruder/owner of the illegal structure of any approval or permit from PNOC management;
 - b. Inform the intruder of PNOC’s ownership of the lot and PNOC’s policy not allowing any illegal construction/illegal intruder in PNOC lots;
 - c. Order the intruder/structure owner to stop the illegal construction and demolish the constructed structure and if the construction is a government project, inform the contractor or LGU official to ask approval/permission in writing from PNOC before proceeding with the construction.
 - d. The security personnel shall report the incident/s to the Barangay Authorities and secure its assistance to implement the security measures necessary to prevent the illegal activities and/or to resolve the intrusion.
 - e. The CONTRACTOR’s security personnel shall thereafter submit in writing an “Incident Report” to PNOC Asset Management Department stating the illegal activities discovered, security measures implemented and the result, and its recommended action to the Company. Incident report should be submitted to the COMPANY within 48 hours from discovery. (Submission of report by electronic mail is accepted).
 - f. The CONTRACTOR’s security personnel shall thereafter submit a “Progress report” on the status/development of the reported incident to the COMPANY after demand letter or notice from PNOC has been served to the respondent/intruder.
6. The CONTRACTOR shall submit to the COMPANY a “Quarterly Report” on the status of all properties covered by the security contract, incident reported, if

any, and its progress/development. Said report should be submitted to the COMPANY within fifteen (15) days following the end of the quarter.

7. Other Requirements:

- 7.1 The CONTRACTOR to meet with PNOC Asset Management Department personnel prior to posting of guards;
 - 7.2 Assign one (1) overall Security Coordinator who is on call in case of emergencies in Areas of Responsibilities (AOR) or when a need arises and shall be designated as the representative of the CONTRACTOR for the periodic coordination meeting with AMD (once every quarter or when need arises);
 - 7.3 The CONTRACTOR shall submit to the Company the names of the security guard posted/deployed in the areas and its contact information.
8. The CONTRACTOR's security personnel assigned on posts shall provide services to the COMPANY in personally serving demand letter/notice to vacate to the Illegal occupant/intruder.
 9. The CONTRACTOR's security personnel posted on-site shall assist/provide escort to the COMPANY's personnel during site inspection or when validating the reported incident/s within the AOR.
 10. The CONTRACTOR must maintain cleanliness of security quarters/posts as well as the immediate perimeter of the post within the AOR.
 11. The CONTRACTOR shall conduct background investigation, surveillance and investigation of incidents within the premises of the COMPANY's provincial properties. The COMPANY shall be furnished with the written report /result of the said investigation.
 12. In cases where the condition warrants, such as mass action or riots by illegal dwellers or natural calamities, such as landslides and typhoons, assistance from the police community precinct shall be coordinated by the management of the CONTRACTOR for prompt and immediate response.
 13. The CONTRACTOR shall conduct neuro-psychiatric, medical examination and drug testing on an annual basis to all security personnel detailed/assigned at the COMPANY's provincial properties to ensure that all guards are mentally and physically fit to work.
 14. The CONTRACTOR shall ensure that the mountain bikes (Bauan, Batangas, Bacolod City and Tagbilaran City, Bohol posts) are provided on-site and in good condition throughout the duration of the contract to be utilized by its security personnel in roving the respective AOR.
 15. The number of guards shall be increased or decreased and/or assigned in other areas by the CONTRACTOR upon written advice from the Company.

16. The CONTRACTOR to inform the COMPANY of its assigned security coordinator/officer for the security personnel posted in PNOG properties. The said security coordinator should be in contact with the COMPANY's assigned personnel who will over-see the execution of the contract.

17. Other Terms and Conditions:

a) Documents to be submitted for Post Qualification:

- Certified true copy of valid and current license to operate issued by the PNP SOSIA – CSG.
- In compliance to the amount to government in favor of guard, bidder must submit a certificate issued by a bank or by a licensed and reputable fund manager showing that the bidder has maintained a retirement fund for its security guards, the fund should at least be two (2) years immediately preceding reckoned from the date of submission of bid.
- Certified true copy of valid and current Certificate of Registration issued by DOLE.
- "Notice of Result" on the compliance of the occupational safety from DOLE
- Copy of ISO Certification – for ISO Certified Security Agency/ies. For Non-ISO Certified Security Agency/ies – the requirements are: "Certificate of Service" issued by its clients stating the fact that: a.) The subject security agency had served for the company and its durations; and b.) The said contracted company is an ISO 9001 certified company.

Note: At least two (2) certification from the two (2) different companies/clients.

- SSS Clearance

Alternative documents if SSS Clearance is not yet updated:

1. Previous copy of SSS Clearance; and
 2. Payment Instruction and Transaction Receipt with attached Electronic Collection Contribution List – electronic mail receipt issued by SSS for monthly premium payments (*for the last three (3) months*).
- Pag-Ibig Clearance
 - Philhealth Clearance

b) All submissions shall be verified from issuing agencies.

c) Payroll of guards assigned at PNOG must be thru a bank - ATM. Likewise, the agency must provide or give pay slips to guards every pay day.

18. The CONTRACTOR to provide Comprehensive General Liability Insurance for his assigned personnel throughout the duration of this Contract from an insurance company acceptable to the COMPANY, which insurance shall cover the following minimum limits:

- a) Bodily Injury - P150,000.00 each person
150,000.00 each accident
- b) Property Damage - P150,000.00 each property
150,000.00 each accident

The certificate of such insurance policies and official receipts of premium payments shall be filed with the COMPANY and shall be subject to the COMPANY's approval as to adequacy of protection and coverage.

19. Within ten (10) calendar days from receipt of the Notice of Award but in no case later than the signing of the Contract, the CONTRACTOR shall furnish COMPANY a Performance Security, in any of the following forms:

Form of Security	Amount
1. Cash or cashier's / manager's check issued by a Universal or Commercial Bank.	(5% of the total contract cost)
2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	(5% of the total contract cost)
3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	(30% of the total contract cost)

Failure of the CONTRACTOR to comply with the posting of the Performance Security shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security.

The Performance Security shall be callable on demand by express and clear terms, it shall provide that the COMPANY shall be paid upon written demand declaring the CONTRACTOR to be in default under this Contract without cavil or argument, any sum or sums within the limits of amount stated, without any need of the COMPANY proving or showing the grounds or reasons for its demand and/or amount specified.

In the event of any breach of any obligation provided in this Contract by the CONTRACTOR, the COMPANY may immediately proceed against the Performance Security.

The Performance Security shall be effective for the entire duration of this Agreement, and until issuance of the Certificate of Final Acceptance by the COMPANY.

Additional Performance Security shall be posted by the CONTRACTOR to cover any increase of ten (10%) or more in the value of this Contract or any extension or extensions thereof.

E. Terms of payment

Payment to the Contractor shall be made monthly, within thirty (30) days from receipt of the Statement of Account with complete supporting documents such as follows:

1. DTR of the security personnel duly signed by the security personnel and attested by the contractor representative/officer.
2. Copy of payroll.
3. Valid BIR Tax Clearance.
4. Latest quarterly/monthly tax return.
5. SSS, Pag Ibig and Philhealth remittances for the security personnel assigned under the contract for the particular month.
6. Affidavit executed by the Contractor representative of payment of monthly salary of the security personnel and remittances to the government of the SSS, Philhealth and Pag-Ibig contribution.

F. Penalties

- 1.) Where the guard is found to be absent on their post during their scheduled duty at least thirty (30) minutes upon the conduct of inspection or on the spot check by any personnel of PNOC, such guard shall be considered as absent on the said day or scheduled duty and the penalty shall be based on the applicable daily rate of the area.
- 2.) All other violations of the terms and conditions of the contract are subject to the liquidated damages equivalent to 1/10 of 1% of the total contract price for every day of daily until actual performance such as the following:
 - a.) Failure to provide the required number of guards under the contract, unless a reliever has been provided and the number of hours required has been complied;
 - b.) Fails or refuses to complete the services within the specific contract duration;
 - c.) Failure to provide the communication equipment, firearms, support equipment/supplies, service vehicles and other services required under the contract; and
 - d.) In case of any violation of the terms and condition of the contract resulting from its security personnel gross negligence or willful misconduct. In addition, the erring security guard shall be automatically relieved from post and a new security guard shall be posted.

In all incident of infractions, the CONTRACTOR shall be formally informed in writing of any non-compliance/violation. Penalties and or liquidated damages imposable are to be deducted in the monthly billing when the infraction/s took place.

G. Description of PNOC Properties covered by the Contract for Security Services (Provincial).

1. Limay, Bataan

Limay properties consist of 12 lots with a total area of 52.9 has. located in Barangay Alangan and Sitio Carbon site described as follows.

a. Brgy. Alangan – It is composed of Eight (8) titles to wit:

1. TCT No. T-78165 – 20,075 sq.m.
2. TCT No. T-78166 – 77,727 sq.m.
3. TCT No. T-74619 – 81,480 sq.m.
 - 3.1 - 9,137 sq.m
 - 3.2 - 3,382 sq.m
4. TCT No. T-79844 – 27,300 sq.m.
5. TCT No. T-77551 – 48,684 sq.m.
6. TCT No. T-75635 – 5,999 sq.m.
7. TCT No. T-75636 – 4,080 sq.m.
8. TCT No. T-75637 – 4,009 sq.m.

Total Lot Area: 281,873sqm

Status: Located on both sides of the Roman Expressway and the Provincial Road leading towards Limay Poblacion. The properties are occupied by Alangan Barangay facilities such as Barangay Hall and its offices, basketball court/plaza. Majority of Alangan residents occupied PNOC lots. The site is accessible by any kind of vehicles. Clusters of informal dwellers (estimated around 1,000 families) occupies majority of the areas.

b. Sitio Carbon Site, Brgy. Lamao/Alangan, Limay – composed of Four (4) lots located on the west portion of the Roman Expressway. It is occupied by communities forming residents of Sitio Carbon site and Carbon Elementary School.

1. TCT No. T-167131 – 70,414sqm
2. TCT No. T-167128 – 20,000sqm
3. TCT No. T-167129 – 50,000sqm
4. TCT No. T-167099 – 89,867sqm

2. Brgy. Lamao. Limay Bataan – PNOC Staff House Compound

The compound has a land area of 2,260 square meters with seven (7) structures built therein and located at Magsaysay Street, Brgy. Lamao. This property is utilized by PNOC for the accommodation of its officers and employees who have official travels to PNOC Bataan and nearby Provinces requiring overnight stay.

It has the following structures described as follows:

	No. of Storeys	Floor Area (sqm)
Bldg. 1 – Guard house	1	16
Bldg. 2 – Machine Shop	1	94
Bldg. 3 – Conference room	2	200
Bldg. 4 – Covered Garage	1	56
Bldg. 5 – Staff House	2	204
Bldg. 6 – Warehouse Bldg.	1	261
Bldg. 7 – Maintenance Quarters	1	13

3. Brgy. Banaba South, Batangas City

The property is a vacant lot consists of three (3) adjoining lots, having a total area of 13,140 sq. m. and is identified as the site of former PNOC Shipping and Transport Corp. (PSTC) staffhouse/compound. It is located on the west side of Bolbok road and Caltex road Barangay Banaba South, Batangas City. The location is about 1.1 kilometers northwest from the Diversion Road going to Batangas City, and about 3.2 kilometers southwest from the entry to STARR Tollway and approximately 6.0 kilometers from downtown Batangas City.

Existing improvements at the site are the one (1) storey staff house building and one (1) warehouse (both dilapidated). The compound is fenced with materials composed of cyclone wire.

4. Brgys. San Miguel & Bolo, Bauan, Batangas – composed of six (6) titles

a. BCT Compound - TCT No. T-139742 – with guard post on main gate

The property, formerly Batangas Coal Terminal (BCT) consist of a parcel of land with an area of 53,472 sq. meters. It is covered by fence with facilities inside such as the administration building, guard house and a port. It is located in Brgy. San Miguel, Bauan Batangas adjacent the Keppel Shipyard Inc. about 1.1 kilometers from Bauan International Port Terminal and about 3.5 kilometers from Bauan Municipal Hall.

b. Lot Nos. 8922 & 8924 (for roving of guards)

The property consists of two (2) adjoining lots with a total area of 1,058 sq. m. is a vacant residential lot located along Gen. Luna St. (National Road) extending within Brgy. San Miguel, Bauan, Batangas. The site is located near the BCT area.

c. Lot Nos. 8917 & 8951 (for roving of guards)

The property consists of two (2) adjoining lots with a total area of 3,998sqm is a vacant lot located along the southeast side of Gen. Luna St., within Brgy. San Miguel, Bauan, Batangas. The property while located along the street has an access to the area of BCT. These lots could be an extension of the PNOC BCT lot ideal for any energy related projects. A perimeter fence made of concrete posts and cyclone wire encloses the properties.

d. TCT No. 83679(for roving of guards)

The property is technically identified as Lot No. 2-A located at Barangay Bolo, Bauan, Batangas with an area of 8,962 sq. m. It is a vacant lot with perimeter fence located along Gen. Luna St. (National Highway). The property is adjacent to the Bauan Housing Compound.

5. Brgy. Parian, Calamba City, Laguna

The property is 60 meters by 60 meters square parcel of land with an area of 3,600 square meters and covered by TCT No. 060-2012010213. The lot is formerly the site

of Caltex Service Station located on the Southwest of the National Highway in Brgy. Parian, Calamba City, Laguna. It is approximately 200 meters Southeast from Llanas Supermarket, about 2 kilometers from Calamba crossing and some 4 kilometers from Calamba City Hall.

The property is enclosed by a concrete fence except for the frontage area where fencing project is on hold due to permitting issue.

6. Sitio Lunao, Barangay Longos, Kalayaan, Laguna

The property are composed of two (2) vacant lots with TCT Nos. T-13187 and T-13188 with a total lot area of 40,554 sq.m. separated by a Barangay Road, located along the northeast and southwest side of Magalolon Barangay Road, Sitio Lunao, Municipality of Kalayaan, Province of Laguna.

The property is about 2 kilometers southeast from the corner of San Antonio Barangay Road and Magalolon and Lunao Barangay Road, 5 kilometers from Barangay San Antonio proper and about 12 kilometers from the National Road via San Antonio Road

7. Brgy. Cogon, Legazpi City, Albay

The property is a vacant lot technically identified as Lot 1319 located at Bgy. Gogon, Legaspi City with TCT No. 39888 with an area of 8,598 sq.m. The site is within the northern interior side of Lakandula Drive and accessible thru a 4 meter portion of the former PNR railroad line. It is about 1.2 km. NW from downtown area to Legaspi City.

8. Brgys. Taloto & Ubujan, Tagbilaran City, Bohol

Bohol properties consist of 2 vacant lots specifically identified as Lot 3836-E Psd 76696 with TCT 36923 and Lot 3836-B Psd 72804 with TCT No. 36922, located at Bo. Taloto & Ubujan, Tagbilaran City, with an area of 1,388 sq.m. and 4,367 sq.m., respectively. Lot 3836-E is a vacant interior lot with a 1 meter ROW from the provincial road (4 m. wide & unpaved), has an irregular shape with frontage of 55 meters and a terrain which is almost flat & sloping down at the back of the property. Lot 3836-B is a vacant lot with uneven terrain and 1-2 m. lower than the barangay road. Both lots are about 85 m. from the provincial road and about 5 km. from the city proper. A perimeter fence (now dilapidated) made of concrete posts and barbed wire encloses the properties.

9. Bgy. 21 & 39, Poblacion, Bacolod City, Negros Occidental

Araneta cor. Lizares Streets, Brgy. 39

- The property consists of two (2) adjoining lots with an aggregate area of 1,985 sq. m., covered by TCT Nos. 092-2011007841 and 092-2011007842. The property is a former site of Caltex gasoline station and is located on the northeast corner of Araneta Street and Lizares Avenue, within Poblacion, Bacolod City. It is about 100 meters from Rodriguez Avenue and approximately 300 meters from Bacolod City Hall. A perimeter fence made of concrete posts and barbed wire encloses the properties.

Rizal cor. Lacson Streets, Brgy. 21

- The property consists of two (2) adjoining lots with an aggregate area of 597.12 sq. m. covered by TCT Nos. 177690 and 177691, located on the northeast side of Rizal Street extending to the northwest side of Lacson Street within Barangay 21. It is about 700 meters northeast from Bacolod City Hall.

Name of Company : _____

Authorized Representative: _____
(Name & Signature)

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) in accordance with Section 8.5.2 of the IRR;

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 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

- (h) 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.

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

- (i) [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.

- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

Section IX. Bidding Forms

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that (Bidder) has completed the below-listed contract within five (5) years prior to the deadline of submission and opening of bids.

Date of Contract	Contracting Party	Name of Contract	Nature of Contract	Amount of Contract	Contract Duration	Issuance Date of Certificate of Satisfactory Service

Authorized Representative : _____
Name and Signature

*Notes:

- a) Cut-off date as of **DEADLINE OF SUBMISSION OF BIDS**.
- b) **"Name of Contract"**. Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.

**STATEMENT OF ALL: (i) ONGOING CONTRACTS (GOVERNMENT AND PRIVATE) AND; (ii)
AWARDED BUT NOT YET STARTED CONTRACTS**

This is to certify that (Bidder) has the following ongoing and awarded but not yet started contracts:

Date of Contract	Contracting Party	Name of Contract	Nature of Contract	Amount of Contract	Contract Duration	Value of Outstanding Works

Authorized Representative : _____

*Instructions:

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of **DEADLINE OF SUBMISSION OF BIDS**.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) **"Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations.**

BID FORM

Date : _____
Project Identification No.: _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods/Services]* 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 of Authorized Representative: _____

Legal capacity: _____ Signature: _____

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

Date: _____

BREAKDOWN OF BID / PRICE SCHEDULE

	Bid Amount (12-Hour Duty)
Number of Guards	4
Days Worked Per Week	
Number of Days Per Year	
Daily Wage	PhP
Amount to Guard	
Average Pay / Month	PhP
Night Differential Pay	PhP
13 th Month Pay	PhP
5 days Incentive Pay	PhP
Uniform Allowance	PhP
Overtime Pay	PhP
Sub Total	PhP
Amount to Government	
Retirement Benefit	PhP
SSS Premium	PhP
SSS Mandatory Provident Fund	PhP
Philhealth Contribution	PhP
State Insurance Fund	PhP
Pag-ibig Fund	PhP
Sub Total	PhP
Total Amount to Guard and Government	PhP
Agency Fee	PhP
Value Added Tax (12%)	PhP
Total Rate/Guard/Month	PhP
Total / Month	PhP
Total / 2 months	PhP

Name of Company : _____

Name and Signature : _____

Designation / Position : _____

	Bid Amount (8-Hour Duty)
Number of Guards	14
Days Worked Per Week	
Number of Days Per Year	
Daily Wage	PhP
Amount to Guard	
Average Pay / Month	PhP
Night Differential Pay	PhP
13 th Month Pay	PhP
5 days Incentive Pay	PhP
Uniform Allowance	PhP
Overtime Pay	PhP
Sub Total	PhP
Amount to Government	
Retirement Benefit	PhP
SSS Premium	PhP
SSS Mandatory Provident Fund	PhP
Philhealth Contribution	PhP
State Insurance Fund	PhP
Pag-ibig Fund	PhP
Sub Total	PhP
Total Amount to Guard and Government	PhP
Agency Fee	PhP
Value Added Tax (12%)	PhP
Total Rate/Guard/Month	PhP
Total / Month	PhP
Total / 2 months	PhP

Name of Company : _____

Name and Signature : _____

Designation / Position : _____

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*

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued]*, *[place issued]*
IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that maybe required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty**

Security, shall likewise form part of the Contract.

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

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

For the Entity:

By

For the Supplier/Service Provider

By:

President and
Chief Executive Officer

Insert Name of Signatory
Insert Legal Capacity of the Signatory

Witnesses

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

ACKNOWLEDGMENT

Before me, a notary public for and in the City of _____, this _____, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of three (3) pages, including the page on which this Acknowledgment is written, but excluding Annexes, and they acknowledged to me that the same is their free and voluntary act and deed, as well as that of their respective principals.

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

OMNIBUS SWORN STATEMENT

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. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PROCURING ENTITY notices may be transmitted.

Telephone No/s. : _____
Fax No/s. : _____
E-mail Add/s. : _____

It is understood that notices/s transmitted in the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

11. 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 _____, 2024 at _____, Philippines.

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

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

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*

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

NET FINANCIAL CONTRACTING CAPACITY

Current Assets	
Less: Current Liabilities	
Total	
Multiply by K	15
Total	
Less: Value of All Outstanding Works or Projects Under On-going Contracts	
Net Financial Contracting Capacity	

Net Financial Contracting Capacity
(NFCC)

NFCC = at least equal to the Approved Budget

= [(current assets - current liabilities) (K) - (value of all outstanding works or projects under on-going contracts, including awarded contracts yet to be started)]

Name of Company: _____

Authorized Representative: _____

signature over printed name

