



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

PROJECT: PROVISION OF SECURITY SERVICES (2021)

SECTION II. INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid

1.1 The procuring entity named in the BDS (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for supply and delivery of the goods as described in the TECHNICAL SPECIFICATION (hereinafter referred to as the “Goods”).

1.2 The name, identification, and number of lots specific to this bidding are provided in the BDS. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has applied for or received funds from the Funding Source named in the BDS, and in the amount indicated in the BDS. It intends to apply part of the funds received for the Project, as defined in the BDS, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

3.1 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. In pursuance of this policy, the Procuring Entity:

a. defines, for purposes of this provision, the terms set forth below as follows:

- i. “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

officer profited or will profit thereby, and similar acts as provided in RA 3019.

ii “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

iii “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

iv “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

v “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1 (a).

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

- a. A Bidder has controlling shareholders in common with another Bidder;
- b. A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- c. A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- d. A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
- e. A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
- f. A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

4.2 In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

that it is not related to the Head of the Procuring Entity, members of the Regional Bids and Awards Committee (RBAC), members of the Technical Working Group (TWG), members of the RBAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- If the Bidder is a partnership, to all its officers and members;
- If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1 Unless otherwise indicated in the BDS, the following persons shall be eligible to participate in this bidding:

- Duly licensed Filipino citizens/sole proprietorships;
- Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
- Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



the joint venture concerned shall be at least sixty percent (60%).

5.2 Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the BDS:

- When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;
- 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;
- When the Goods sought to be procured are not available from local suppliers; or
- When there is a need to prevent situations that defeat competition or restrain trade.

5.3 Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.

5.4 Unless otherwise provided in the BDS, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the BDS.

For this purpose, contracts similar to the Project shall be those described in the BDS, and completed within the relevant period stated in the Invitation to Bid and ITB Clause 12.1(a) (iii).

5.5 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

Where: K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

6. Bidder's Responsibilities

6.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in the PBD and attached herein as annexes as required in **ITB** Clause 12.1(b)(iii).

6.2 The Bidder is responsible for the following:

- a. Having taken steps to carefully examine all of the Bidding Documents;
- b. Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- c. Having made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3;
- e. Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- f. Ensuring that 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;
- g. Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- h. Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- i. Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

- j. Complying with existing labor laws and standards, in the case of procurement of services.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Unless otherwise indicated in the BDS, failure to furnish all information or documentation required in the Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.

6.4 It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

6.5 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.

6.6 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.7 Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.8 The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the BDS, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

8.1 Unless otherwise specified in the BDS, the Bidder may subcontract portions of the Goods to an extent as may be approved by the



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

Procuring Entity and stated in the BDS. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

8.2 Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8.3 The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

9.1 (a) If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least (30) calendar days before the deadline for the submission and receipt of bids, as specified in the BDS.

9.2 Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

9.3 Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

10.1 Bidders who have purchased the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

10.2 Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.3 Any Supplemental/Bid Bulletin issued by the RBAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the RBAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bid

The eligibility requirements or statements, the bid, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by the translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

the foreign bidder's affair in the Philippines. The English translation shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1 Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents:

- i. PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- ii. Statement 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

Statement identifying the bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4 within the relevant period as provided in the BDS.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) kinds of Goods;
- (ii.6) For Statement of Ongoing Contracts – amount of contract and value of outstanding contracts;
- (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

(ii.8) date of delivery; and

(ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

iii. NFCC computation in accordance with **ITB** Clause **5.5** or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

iv. If applicable, the 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 in accordance with Section 23.1(b) of the IRR.

(b) Technical Documents -

(i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:

(i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;

(ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and

(iii) Sworn Statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII Bidding Forms.

(iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

13. Documents Comprising the Bid: Financial Component

13.1 Unless otherwise stated in the BDS, the financial component of the bid shall contain the following:

- a. Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4 ;
- b. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27; and
- c. Any other document required in the BDS.

13.2 (a) Unless otherwise stated in the BDS, all bids that exceed the ABC shall not be accepted.

(b) Unless otherwise indicated in the BDS, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

- (i) Bidding documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a system to monitor and report bid prices relative to ABC and procuring entity's estimate. The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1 The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2 The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3 The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



(INCOTERMS) published by the International Chamber of Commerce, Paris.

15.4 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 prices 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 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, listed in the BDS.
- c. For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

15.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances.

GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1 Prices shall be quoted in the following currencies:

- For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the BDS. 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.

16.2 If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3 Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1 Bids shall remain valid for the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the BDS, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: <i>Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</i></p> <p><i>For biddings conducted by the LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by the banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

18.2. The bid security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 18.2.

18.4. Upon signing and execution of the contract pursuant to ITB Clause 32, and the posting of the performance security pursuant to ITB Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the ITB Clause 18.2.

18.5 The bid security may be forfeited:

- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3 (b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in ITB Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32;
 - (ii) fails to furnish the performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

the event of any discrepancy between the original and the copies, the original shall prevail.

- 19.4 Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

20.1 Bidders shall enclose their original eligibility and technical documents including two duplicates described in **ITB Clause 12** in one sealed envelope marked “ORIGINAL – ELIGIBILITY and TECHNICAL COMPONENT”, and the financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “OFFICIAL BID”.

PROVISION OF SECURITY SERVICES (2021) (PRC RO IX ITB No. 2021-01)

Name and Address of the Bidder

OFFICIAL BID

The Regional Bids and Awards Committee
Professional Regulation Commission – RO IX
Do not open before: **August 3, 2021 at 10:00 a.m.**

PROVISION OF SECURITY SERVICES (2021) (PRC RO IX ITB No. 2021-01)

Name and Address of the Bidder

Eligibility and Technical Documents **ORIGINAL and DUPLICATES**

The Bids and Awards Committee
Professional Regulation Commission
Do not open before: **August 3, 2021 at 10:00 a.m.**

PROVISION OF SECURITY SERVICES (2021) (PRC RO IX ITB No. 2021-01)

Name and Address of the Bidder

Financial Requirements **ORIGINAL and DUPLICATES**

The Bids and Awards Committee
Professional Regulation Commission
Do not open before: **August 3, 2021 at 10:00 a.m.**

ELIGIBILITY and TECHNICAL
ENVELOPE
ORIGINAL and
TWO (2) DUPLICATES



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

OFFICIAL BID
ENVELOPE

FINANCIAL ENVELOPE
ORIGINAL and
TWO (2) DUPLICATES

20.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - ELIGIBILITY and TECHNICAL COMPONENT" and "COPY NO. ____ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

PROVISION OF SECURITY SERVICES (2021) -
(PRC RO IX ITB No. 2021-01)

Name and Address of the Bidder
Eligibility and Technical Documents
ORIGINAL and DUPLICATES
The Bids and Awards Committee
Professional Regulation Commission
Do not open before

August 3, 2021 at 10:00 a.m.

ORIGINAL

COPY No. 1

COPY NO.2

PROVISION OF SECURITY SERVICES (2021) -
(PRC RO IX ITB No. 2021-01)

Name and Address of the Bidder
Financial Requirements
ORIGINAL and DUPLICATES
The Bids and Awards Committee
Professional Regulation Commission
Do not open before

August 3, 2021 at 10:00 a.m.

ORIGINAL

COPY No. 1

COPY NO.2

20.3 The original and the number of copies of the Bid as indicated in the BDS shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

20.4 All envelopes shall:

- contain the name of the contract to be bid in capital letters;
- bear the name and address of the Bidder in capital letters;



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



- c. be addressed to the Procuring Entity's RBAC in accordance with **ITB** Clause 1.1;
- d. bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
- e. bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.

20.5 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's RBAC at the address and on or before the date and time indicated in the BDS.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the late bid was submitted.

23. Modification and Withdrawal of Bids

23.1 The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

- 23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3 Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1 The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the BDS. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2 Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

- 24.3 Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.
- 24.4 Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6 In the case of an eligible foreign bidder as described in ITB Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor’s/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



calendar year which should not be earlier than two years from the date of bid submission.

- 24.7 Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clause 12.1(a)(i). Submission of documents required under ITB Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.9 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.10 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

25.1 Members of the RBAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the BDS or in the case of ITB Clause 26.

25.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid

GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

27.1 Unless otherwise stated in the BDS, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- a. The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
- b. For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
- c. In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
- d. If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the RBAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



submission of all the documentary requirements under these Bidding Documents.

27.2 A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

27.3 A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

28.1 The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

28.2 The Lowest Calculated Bid shall be determined in two steps:

- The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

28.3 The Procuring Entity's RBAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the

GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

BDS, the RBAC shall consider the following in the evaluation of bids:

- a. Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
- b. Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the BDS. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

28.4 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered unless otherwise indicated in the BDS.

28.5 The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form, which includes the Schedule of Prices.

28.6 Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

28.7 If so indicated pursuant to ITB Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3

29. Post-Qualification

- 29.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2 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.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 29.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5 A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

- 29.6 Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.
- 29.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

30.1 Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- a. If there is *prima facie* evidence of collusion between appropriate public officers or employees of the



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

Procuring Entity, or between the RBAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

- b. If the Procuring Entity's RBAC is found to have failed in following the prescribed bidding procedures; or
- c. For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

(i.) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;

(ii.) If the project is no longer necessary as determined by the head of the procuring entity; and

(iii.) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:

- a. No bids are received;
- b. All prospective bidders are declared ineligible;
- c. All bids fail to comply with all the bid requirements or fail post-qualification; or
- d. The bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA9184.

F. Award of Contract

31. Contract Award



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

31.1 Subject to **ITB** Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.

31.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

31.1 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- a. Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
- b. Posting of the performance security in accordance with **ITB** Clause 33;
- c. Signing of the contract as provided in **ITB** Clause 32; and
- d. Approval by higher authority, if required as provided in Section 37.3 of the IRR of RA 9184.

31.2 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI Schedule of Requirements.

31.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- e. Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (iii) Valid JVA, if applicable; or
 - (iv) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
- f. Posting of the performance security in accordance with **ITB** Clause 33;
- g. Signing of the contract as provided in **ITB** Clause 32; and
- h. Approval by higher authority, if required as provided in Section 37.3 of the IRR of RA 9184.



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

31.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI Schedule of Requirements.

32. Signing of the Contract

32.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

32.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.

32.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

32.4 The following documents shall form part of the contract:

- a. Contract Agreement;
- b. Bidding Documents;
- c. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
- d. Performance Security;
- e. Notice of Award of Contract; and
- f. Other contract documents that may be required by existing laws and/or specified in the BDS.

33. Performance Security

33.1 To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

33.2 **The procuring entity shall prescribe at least two (2) acceptable forms of performance security taken from two (2) categories below that bidders may opt to use,** denominated in Philippine Pesos and posted in favor of the Procuring Entity in an



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the required Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p>For biddings conducted by the LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</p>	Five percent (5%)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: <i>Provided</i>, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p>For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Thirty percent (30%)

33.3 Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However, if no Bidder passed post-qualification, the RBAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

34. Notice to Proceed

34.1 Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority,



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

the Procuring Entity shall issue its Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the revised Implementing Rules and Regulations of Republic Act 9184.

SECTION III. Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is the Professional Regulation Commission (Regional Office IX)
1.2	The name of the Project is Provision of Security Services (2021) The identification or reference number of the Contract is: PRC RO IX ITB No. 2021-01
2	The Funding Source is: The Government of the Philippines (GOP) through the authorized appropriation under the FY 2021 <i>General Appropriations Act in the amount of TWO MILLION FORTY FOUR THOUSAND FORTY EIGHT PESOS AND 44/100 (P2,044.048.44).</i>
	Bidding is restricted to eligible bidders as provided by ITB clause 5.1
5.2	None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2 (b), may not participate in this Project.
5.4	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1 a (iii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. For this purpose, similar contracts shall refer to <i>contracts for the Provision of Security Services (2021).</i>



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

5-5	<p>The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:</p> <p>NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under going contracts including awarded contracts yet to be started coinciding with the contract for this Project.</p> <p>The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR- for purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statement prepared in accordance with international financial reporting standards.</p> <p>For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statement prepared in accordance with international financial reporting standards.</p> <p>If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.</p>
6.3	No further instructions.
7	No further instructions.
9.1 (a)	The Procuring Entity will hold a Pre-bid Conference for this Project on July 22, 2021 at 10 a.m. at PRC Pagadian RO-IX or Zamboanga Office – Office of the RD
10.1	<p>The Procuring Entity's address is: PROFESSIONAL REGULATION COMMISSION-REGION IX Pagadian RO-IX 4th Floor C3 Rizal Ave., Pagadian City and Zamboanga Satellite Office R. T. Lim Boulevard, San Jose Cawa-Cawa, Fronting Sangguniang Panlungsod, Zamboanga City</p> <p>Contact Person: Ms. Gladys Claire R. Enot Tel. No.: 062-925-00-80/ 062-945-45-95</p>
ELIGIBILITY CLASS "A" 12.1(a)	<p>The Bids and Awards Committee hereby declares, the contrary notwithstanding, that it affirmatively requires the prospective Bidders to submit during the submission and opening of bids documents in addition to those provided by the ITB Clause no. 11.1.</p> <p>Those enumerated under BDS Clause 11.1 (a) (vi) shall form part of the Eligibility and Technical; Financial Requirements.</p>
12.1(a) (i)	<p>"No other acceptable proof of registration is recognized."</p> <p>The original Certificate of Registration shall be submitted.</p> <p><i>In case of an amendment of the name of the Corporate, bidders must submit the Certificate of Filing of amended Articles of Incorporation certifying therein the new name of the entity, SEC certification as to the amendment of the corporate name, if applicable, as well as a certificate of good standing.</i></p>



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

12.1(a) (ii)	Valid and current Mayor's Permit/municipal license where the prospective Bidder's principal office is located. <i>In exceptional cases where the LGU concerned has not yet released the Mayor's Permit, Bidders in lieu of the valid Mayor's Permit may submit a substantial proof of renewal of Mayor's Permit, such as Official Receipt of payment.</i>
12.1(a) (iii)	The statement of all ongoing and completed 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 from January 2016 up to the date of the submission and opening of bids . The statement shall include all information required in the PBDs prescribed by the GPPB. The statement identifying the <u>single largest completed contract</u> similar to the contract to be bid, except under conditions provided for in Section 23.5.1.3 of the IRR.
12.1(a) (iv)	Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission.
12.1(a)(v)	For compliance with the financial eligibility requirement, the bidders in the alternative may submit NFCC computation in accordance with ITB Clause 5.5.
12.1 (a) (vi)	Latest Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR shall only be accepted.
12.1 (a) (vii) CLASS "B"	Articles of Incorporation and By-laws: The bidder must submit its Articles of Incorporation and By-laws which were originally submitted with the SEC under and all of its previous Corporate name and the succeeding amendments or series of amendments, if any. In case of an amendment of the name of Corporate, bidders must submit Certificate of Filing of amended Articles of Incorporation certifying therein the new name of the entity, SEC certification as to the amendment of the corporate name if applicable, as well as a certificate of good standing.
12.1(b) TECHNICAL	Bid Security. Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in the Philippine Bid Documents (PBD).
13.2 (a)	The ABC is TWO MILLION FORTY FOUR THOUSAND FORTY EIGHT PESOS AND 44/100 (P2,044,048.44) (inclusive of government tax and other applicable taxes). <i>Any bid with a financial component exceeding this amount shall not be accepted.</i>
15.4 (a) (iii)	"No incidental services are required."
16.1 (b)	The bid prices for Goods supplied from outside the Philippines shall be quoted in Philippine peso.



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

16.3	Payment shall be made in Philippine peso.
17.1	Bids will be valid for one hundred twenty (120) calendar days from the date of Opening Of Bids.
18.1	<p><u>The bid security shall be limited to Bid Securing Declaration or Manager's Check in the following amount:</u></p> <ol style="list-style-type: none"> 1. No percentage required, if the bid security is Bid Securing Declaration; or 2. The amount of FORTY THOUSAND EIGHT HUNDRED EIGHTY PESOS AND NINETY SEVEN CENTAVOS (two percent (2%) of ABC), if bid security is in Manager's check.
18.2	The bid security shall be valid until the Lowest Calculated and Responsive Bidder has posted the appropriate Performance Security.
18.5 (a) (iv-xii)	<p><i>The following as additional grounds for forfeiture of bid security:</i></p> <ol style="list-style-type: none"> 1. Submission of eligibility requirements containing false information or falsified documents. 2. Submission of bids that contain false information or falsified documents or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding. 3. Allowing the use of one's name, or using the name of another for purposes of public bidding. 4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid. 5. Refusal or failure to post the required performance security within the prescribed time. 6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification. 7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. 8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. 9. All other acts that tend to defeat the purpose of the competitive bidding such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
19.1	<p>Bidders shall submit their bids through their duly authorized representative using the appropriate OFFICIAL FORMS on or before the deadline specified in the ITB Clause 21.</p> <p>One (1) OFFICIAL BID ENVELOPE shall be prepared for the particular project.</p>
20.3	Each Bidder shall submit one (1) original and Two (2) duplicate copies of the first and second components of its bid. The envelopes should be signed and sealed.
21 and 24.1	The submission and opening of bids is on August 3, 2021 at 10 a.m. at PRC Pagadian RO-IX or Zamboanga Office – Office of the RD



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

24.2	No further instructions.
27.1	No further instructions.
28.3	Partial bid is not allowed. The goods are grouped in single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.
28.4	No further instructions.
29.2 (a)	<u>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</u> <i>Note: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i>
29.2 (b)	No further instructions.
29.2 (c)	No further instructions.
32.4 (f)	Submission of Additional Set of Technical Parameters as per Appendix 23 of Guidelines on the Procurement of Security and Janitorial Services Appendix A of R.A. 9184 and its Revised IRR.
32.4 (g)	No further instructions.
34.2	The effective date of the Contract is on the date indicated in the Notice to Proceed.
	In case of tie, the Bids and Awards Committee shall immediately require the bidders to submit a new financial Bid, the ceiling of which will be the amount to which they were tied. The new bids shall be submitted on a date specified by the Bids and Awards Committee.



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

Section IV. General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

the Goods and Services under this Contract and named in the **SCC**.

- (j) The "Funding Source" means the organization named in the **SCC**.
- (k) "The Project Site," where applicable, means the place or places named in the **SCC**.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1 Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing, intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil,



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1 (a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

6.1 The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2 This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1 Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2 If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1 For the given scope of work in this Contract as awarded, all bid prices per unit are considered fixed prices, and therefore not subject to price escalation during the contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in Accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the supplier in its bid, with the exception of any change in price

GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

resulting from a change Order issued in accordance with **GCC** Clause 29.

10. Payment

10.1 Payments shall be made only upon a certification by the HoPE to the effect that the goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.

10.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

10.3 Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

10.4 Unless otherwise specified in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

10.5 Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

11.1 Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

11.2 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

11.3 For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:

- (a) On Contract Signature: Fifteen percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in schedII. Bidding Forms.
- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1 Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the **ITB** Clause 33.2.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
- The Supplier has no pending claims for labor and materials filed against it; and
- Other terms specified in the **SCC**.

13.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII Technical Specification; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Technical Specification 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.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

16.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirement.

18.2 If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3 Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 0 and 0, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 0, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1 If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

22.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2 For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.

22.3 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;

(b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

25.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

(a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3 If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1 The following provisions shall govern the procedures for termination of this Contract:



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit or the Bids and Awards Committee, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - i. that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - ii. the extent of termination, whether in whole or in part;
 - iii. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - iv. special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES (2021)

SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY

Section V. Special Conditions of Contract



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

GCC Clause	
1.1 (g)	The Procuring Entity is Professional Regulation Commission (Regional Office IX)
1.1 (i)	The Supplier is
1.1 (j)	The Funding Source is the Government of the Philippines (GOP) through the authorized appropriations under the FY 2021 General Appropriations Act in the amount TWO MILLION FORTY FOUR THOUSAND FORTY EIGHT PESOS AND 44/100 (P2,044,048.44).
1.1 (k)	The Project sites are defined in Section VI. Schedule of Requirements
2.1	No further instructions.
4.1	Compliance with applicable Labor Laws Compliance with all the rights and benefits of the employees under Labor Code and applicable Wage Laws such as but not limited to: service incentive leave, rest days, overtime pay, 13 th month pay, contributions and remittances of SSS, PhilHealth, and PAG-IBIG shall be mandatory.
5.1	The Procuring Entity's address for Notices is: <div> <div>Name</div> <div>Professional Regulation Commission-Region IX</div> </div> <div> <div>Contact</div> <div>Sharo B. Lo</div> </div> <div> <div>Position</div> <div>Regional Director</div> </div> <div> <div>Address</div> <div>4th Floor C3 Building , Rizal Avenue, Pagadian City</div> </div> <div> <div>Phone No.</div> <div>062 925-0080</div> </div> The Supplier's address for Notices is:
6.2	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.
7	Subcontracting shall not be allowed.
10.4	The currency of payment shall be in Philippine Peso.
10.5	"Payment using LC is not allowed."



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

11.3	"Maintain the GCC Clause."
13.4 (c)	No further instructions.
16.1	"None."
17.2	Any violation of this clause shall entitle the Procuring Entity to liquidated damages in the amount specified in Item No. 19 of this SCC.
17.3	<i>If the Goods pertain to Expendable Supplies:</i> Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier. <i>If the Goods pertain to Non-expendable Supplies:</i> One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4 and 17.5	The period for correction of defects in the warranty period is <i>immediately within 7 days after the relevant time of delivery or discovery of said defects as provided by the schedule of requirements.</i> Failure to remedy the defects will be subjected to Item No. 19 provision.
19.	The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion, if the value of the said portion is incapable of immediate pecuniary estimation, the Procuring Entity shall consider the bid price as the basis for the above rate, for every day of delay. <u>However, in case of default on the part of the Contractor, the Procuring Entity shall be entitled to the maximum deduction herein as liquidated damages.</u> The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to other courses of action and remedies available.
20.4	In the case of a dispute between the Procuring Entity and the Supplier, it shall be resolved in accordance with Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."
21.1	"No additional provision."
23.1 (c)	Termination of the existing contract on ground of failure of the winning Bidder to perform its obligation under the contract shall likewise be the basis for the declaration of blacklisting by the Bids and Awards Committee.
	<u>OVER-PAYMENT and OVER-PRICING</u> <u>In the event a finding of overpricing and/or overpayment has been made by the appropriate authority, the contractor shall reimburse the Procuring Entity the amount declared as overpriced or overpaid.</u>



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES (2021)

SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY

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 #	Description	Total Quantity	Delivered, Weeks/Months
1	The Security Agency shall provide:		Upon Notice to Proceed
	a) Security Officers (SO) or Shift-In-Charge		
	b) Security Guards which shall be deployed at the PRC Regional Office-Pagadian, and PRC Zamboanga Field Office IX:	10	
2	Bidder shall submit the names of Ten (10) guards to be posted together with their bio data and certificates of training. (6 SG for Pagadian and 4 SG for Zamboanga with 1 Female each office)	10 guards	During post qualification
3	The Security Agency shall ensure, on its account, all equipment necessary for the performance of its obligations under the contract, including the following:		Upon Notice to Proceed
	3.1 Firearms (.38 cal. Revolver and/or 12-gauge shotguns) with one basic load, at the rate of one (1) unit per security guard on duty or as determined by the peace and order and security conditions in the area of assignment, if on duty;	One (1) unit per Security Guard on Duty	



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

	3.2 One (1) unit of cellular phone for security communications for the supervisor (Shift in charge) if on duty;	One (1) unit for the supervisor on duty	Upon Notice to Proceed
	3.3 One Base Radio in the Regional Office and its Field Office one (1)Handled ICOM/VHF HH Radio for each security guard on duty with battery charges and packs, compatible with that used by PRC;		
	3.4 One (1) metal detector for each shift on duty;		Upon Notice to Proceed
	3.5 One (1) digital camera on station;	One (1) unit	Upon Notice to Proceed
	3.6 Logbooks on the station;		Upon Notice to Proceed
	3.7 One (1) raincoat per security guard on duty;	One (1) per Security Guard on Duty	Upon Notice to Proceed
	3.8 One (1) teargas per security guard on duty;	One (1) per Security Guard on Duty	Upon Notice to Proceed
	3.9 One (1) heavy duty flashlight 4900 lumens per security guard on duty;	One (1) per Security Guard on Duty	Upon Notice to Proceed
	3.10 Two (2) rechargeable emergency lamps on the station;	Two (2) units	Upon Notice to Proceed
	3.11 One (1) first aid kit for each security guard on duty;	One (1) per Security Guard on Duty	Upon Notice to Proceed
	3.12 One (1) nightstick per security guard on duty; and	One (1) per Security Guard on Duty	Upon Notice to Proceed
	3.13 One (1) electronic watchman's clock/Metal Guard Tour Terminal or its equivalent with 25 station keys.	One (1) per locator	Upon Notice to Proceed
4	The Security Agency shall likewise provide, on its account the following services and equipment:		2 weeks from Notice to Proceed
	4.1 Closed-Circuit Television (CCTV) System with Thirty-three (33) high resolution and rotating smart IR (infrared) cameras. Two (2) 17-inch computer –based quadrant monitors and two (2) DVD recorder with 84 hours continuous	Five (5) units for Zamboanga and Five (5) units for Pagadian	2 weeks from Notice to Proceed



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

	<p>storage capacity for the Regional Office.</p> <p>The control center must be located in the PRC guard house in order to aid security guards on duty particularly during the night to monitor the premises and two (2) satellite channels installed at the Office of the Regional Director.</p> <p>All of which are to be used during the daily operations of the Office. The Bidder shall also provide technical assistance and training of PRC personnel who will operate the same.</p>		
	<p>4.2 Copy of the recorded video images for the whole week in a Compact Disc to the Office of the Regional Director on a weekly basis.</p>		<p>During contract implementation</p>

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES (2021)

SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY

Section VII. Technical Specifications

Item	Specification
	THE SERVICES REQUIREMENT



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

1	The security service requirement of the Professional Regulation Commission shall be for the purpose of maintaining law and order within its premises at the Regional Government Center, Pagadian City and Satellite Office in Zamboanga City. The security service requirement is needed for the protection and guarding of its properties from theft, robbery, arson, destruction or damage as well as protecting its officials, employees, visitors, guests and the transacting public from assault, harassment, threat or intimidation through enforcement and implementation of plans, policies, rules and regulations relative to the maintenance of security and safety.
2	In the course of protecting the Regional Officials, employees, visitors, guest and transacting public the security service provider thru a detailed security plan shall enforce, within the PRC parking area and its front gate and its perimeter fence, the clearing of unauthorized vendors, nuisances and illegal terminals of public utility vehicles and the like.
3	The security service provider shall provide the Regional Office and extension office with qualified and trained Security Guards and Security Officers to, at all times, maintain security and safeguard the buildings, offices and properties within the premises of the PRC Pagadian and Zamboanga Offices, as well as to provide protection for its officials, employees, visitors, guests and transacting public.
4	<p>The Security Agency shall ensure, on its account, all equipment necessary for the performance of its obligations under the contract, including the following:</p> <p>4.1 Firearms (.38 cal. Revolver and/or 12-gauge shotguns) with one basic load, at the rate of one (1) unit per security guard on duty or as determined by the peace and order and security conditions in the area of assignment, if on duty;</p> <p>4.2 One (1) unit of cellular phone for security communications for the supervisor if on duty;</p> <p>4.3 One Base Radio in the Regional Office and its Field Office one (1)Handled ICOM/VHF HH Radio for each security guard on duty with battery charges and packs, compatible with that used by PRC;</p> <p>4.4 One (1) metal detector for each shift on duty;</p> <p>4.6 One (1) digital camera on station;</p> <p>4.7 Logbooks on the station;</p> <p>4.8 One (1) raincoat per security guard on duty;</p>



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

	4.9 One (1) teargas per security guard on duty;
	4.10 One (1) heavy duty flashlight 4900 lumens per security guard on duty
	4.11 Two (2) rechargeable emergency lamps on the station;
	4.12 One (1) first aid kit for each security guard on duty;
	4.13 One (1) nightstick per security guard on duty; and
	4.14 One (1) electronic watchman's clock/Metal Guard Tour Terminal or its equivalent with 25 station keys.
5	<p>The Security Agency shall likewise provide, on its account the following services and equipment:</p> <p>5.1 Closed-Circuit Television (CCTV) System with Thirty-three (33) high resolution and rotating smart IR (infrared) cameras. Two (2) 17-inch computer –based quadrant monitors and two (2) DVD recorder with 84 hours continuous storage capacity for the Regional Office. The control center must be located in the PRC guard house in order to aid security guards on duty particularly during the night to monitor the premises and two (2) satellite channels installed at the Office of the Regional Director. All of which are to be used during the daily operations of the Office. The Bidder shall also provide technical assistance and training of PRC personnel who will operate the same.</p> <p>5.2 Training and information materials for Regional officials and employees on safety, security, and incident/crisis management.</p> <p>5.3 Twenty-four (24) hour monitoring and daily inspection of detachments at the PRC Regional Office and Zamboanga Satellite Office.</p> <p>5.4 Copy of the recorded video images for the whole week in a Compact Disc to the Office of the Regional Director on a weekly basis.</p>
6	<p>The Security Agency shall be liable and answerable to the Regional Office for damages or losses within its premises and for such actions which directly prejudice the integrity, efficiency, and effectiveness of the Regional Office, its operation, and its officials and employees, caused by or due to the negligence and/or misdemeanor or the Security Agency personnel but not for any loss, damage or harm due to any fortuitous event, force majeure or causes beyond the control of the Security Agency personnel;</p>



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

7	The services to be provided by the Security Agency shall be on a twenty-four (24) hour a day basis, divided into three (3) shifts or eight (8) hours per shift, unless otherwise approved by the Regional Office in meritorious cases, depending on the security situation. The Security Agency shall deploy six (6) guards in the Regional Office, and four (4) in the Satellite Office. On weekends and holidays, two (2) security guards on a shifting basis, shall be posted at the Regional Office and one (1) security guard for Satellite Office. The Monthly Detail Schedule with respect to the deployment of guards shall be subject to the approval by the Regional Director.
QUALIFICATIONS OF SECURITY GUARDS	
1	The Security Service Provider shall provide ten (10) Security Guards, two (2) of which will function as Security Officers (SO) to be deployed in accordance with the Schedule of Requirements in Section VI hereof;
2	The Security Officers/Guards shall perform security, and whenever necessary, investigation and escort services, subject to the terms and conditions stipulated herein, and provided that in the event additional guards may be needed, a supplemental contract shall be executed, subject to the availability of funds;
3	<p>The Security Officers/Guards to be deployed by the Security Agency shall have the following qualifications and requirements:</p> <p>3.1 College education and experience of at least three (3) years in the case of Security Officers or Shift-in-Charge and completion of at least high school and one year experience in the case of Security Guards;</p> <p>3.2 NBI, Police, Barangay and other relevant clearance by local and national authorities;</p> <p>3.3 PNP-SAGSD license;</p> <p>3.4 Neuro-psychiatric, drug test and medical certificates;</p> <p>3.5 Sufficient background and training in customer relations, crowd control, bombs and explosives, disaster management, investigation, fire-fighting and safety, and other related competencies;</p> <p>3.6 Security guards must not be less than five and five (5'5") inches in height and not less than 22 years but not more than 40 years of age with waist line of not more than 35 inches;</p>



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

	3.7 Orientation on PRC functions, policies, operations, security regulation, and will be subject to screening by the Regional Office prior to actual deployment;
	3.8 The Security Officer must either be a Certified Security Management Specialist, Certified Security Professional or Certified Protection Professional.
SALARIES AND BENEFITS OF SECURITY GUARDS	
1	Security Agency, as the principal employer, must warrant that it is fully knowledgeable of the pertinent provisions of the Labor Code as it pertains to the minimum wage and provisions of the SAGSD-PADPAO current Wage Orders to ensure the adequacy of the compensation of its guards;
2	The Security Agency shall pay each of the Security Guards the monthly salaries and other fringe benefits in accordance with the Labor Code of the Philippines and SAGSD-PADPAO rates, other pertinent laws, decrees, letters of instructions and other existing orders governing private security employment. The Security Agency shall submit duly notarized Monthly or Quarterly reports of remittances (SSS, Phil. Health and Pag-Ibig) for the deployed guards to the Regional Office and Satellite Office in support of its claims for payout.
SUPERVISION AND ADMINISTRATION	
1	There shall be no employer-employee relationship between the Commission and the Security Agency. It is expressly understood and agreed that the Security Officers/Guards shall, in no case, be considered as employees of the Commission but shall remain as employees of the Security Agency. As such, the Security Agency shall warrant faithful compliance with all the laws, rules and regulations pertaining to employment in the private sector, which are now existing or may thereafter be enacted, including but not limited to the minimum wage, social security, compensation and medical requirements.
2	The Security Agency shall further warrant that the Commission shall, in no case, be held answerable, accountable or responsible for any accident, injury or death which may be suffered by any of its security guards in the course of the performance of their duties as such.
3	The Security Agency shall assign two (2) Security Officers/Shift-In-Charge who shall have at least 3-5 years experience in security management in the Regional and Satellite Office who shall exercise the following:



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

	3.1 Supervise and direct security services in the Region/Satellite Office;
	3.2 Regularly inspect and monitor performance of Security Guards on duty;
	3.3 Liaise between the Security Agency and the Commission;
	3.4 Perform investigation and other related duties;
	3.5 Technical assistance in operating the CCTV systems; and
	3.6 Perform administrative functions including report preparation, verification of Daily Time Records, preparation of duty/shift schedules, etc.
4	The Security Agency shall reshuffle the Security guards every six (6) months to avoid fraternization with Regional/Satellite Offices' official and employees and the transacting public and shall ensure that the replacements have same qualifications.
5	The Regional Office shall have the right to select, change or refuse any security guard assigned to it by the Security Agency. The Security Agency shall provide the Regional Office with copies of the 201 files of all security guards including the security officers complete with current and valid Clearance from PNP, NBI and DOH accredited Medical Health Clinics for Drug Testing & Neuro-Psychiatric Clearance to be summited on or prior to deployment.
6	The Security Agency as employer shall retain and exercise the sole, exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures; direct and control its personnel; and to assign, rotate or reassign security guards, subject to the approval of a Duty Detail/Schedule by the Regional Office or its authorized representative; Provided, that no Security Guard already assigned in the Commission shall be removed, changed or transferred to any place of assignment without cause and sufficient notice to the Regional Office;
7	The Security Agency shall give prior notice to the Regional Director of any personnel movements and secure the concurrence of the Regional Office of such replacements prior to actual deployment. The Security Agency shall not withdraw or replace any security guard involved in any violation of Commission policies, rules and regulations or involved in any administrative case against Regional Office officials and employees, until after proper investigation and resolution of the case have been made by the Regional office and other authorities concerned.



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

8	Concerns and complaints referred to by the Regional Office to the Security Agency shall be acted upon by the latter within twenty-four (24) hours to the satisfaction of the Regional Office; The Security Agency shall not provide security service to private organizations or enterprises whose interest is in conflict or adverse to that of PRC such as but not limited to Review Center, Review Schools and the like;
9	The Security Agency shall likewise agree to perform its contractual obligations in coordination with the Office of the Regional Director which shall exercise overall responsibility for the coordinated enforcement of security and incident/crisis and emergency plans, policies, rules, and procedures;
10	The Security Agency shall require its Security Guards to wear prescribed uniform while on duty. The commandant must wear polo barong or bush jacket while on duty. Security Guards shall use bundy clocks in order to properly maintain a record of attendance and to use the electronic Watchman's Clock for night shift duty;
11	The Security Agency and/or its detachments shall submit directly to the Regional Director such weekly and monthly Incident reports and other reports as may be required from time to time by the Regional Office;
12	The Security Agency shall update/renew and submit to the Regional Office its performance security, mayor's permit, license, and such other bid documents which may expire during the contract period;
13	The Security Agency shall submit a certificate of attendance of each replacement guard as proof of their attendance in a seminar or orientation on the performance of their duties.

1. Compliance with the statements 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.
2. 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.



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

3. A statement either in the Bidders 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 provisions of **ITB** Clause 3.1 (a) (ii) and/or **GCC** Clause 2.1 (a) (iii).

ACKNOWLEDGMENT AND COMPLIANCE WITH THE OF TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES (2021)

SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY

OFFICIAL BID FORM FINANCIAL

Date: _____
Invitation to Bid No: _____

To: **PROFESSIONAL REGULATION COMMISSION**
4th Floor C3 Building, Rizal avenue, Pagadian City
Tel No. (062) 925-00-80

Gentlemen and/or Ladies:



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

Having examined the Bidding Documents including Bid Bulletin Numbers____ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver SECURITY SERVICES (2021) in conformity with the said Bidding Documents for the sum of Total Bid Price:

Breakdown of Cost of Security Services per Guard per Month

Days worked per week 7 days No. of days/year (12 hours work / day)

PARTICULARS	Monday to Sunday (w/o NSP)	Monday to Sunday (with NSP)
Applicable Daily Rate (ADR)	Php 316.00	Php 316.00
SCHEDULE 1: AMOUNT PAID DIRECTLY TO GUARD		
Average Pay/Monthly Rate	Php 10,449.07	Php 10,449.07
Night Differential Pay	-	961.17
13 th Month Pay	800.97	800.97
Five (5) Days Incentive Pay	131.67	131.67
Uniform Allowance (R.A. 7641)	100.00	100.00
COLA	314.17	314.17
Retirement Benefits	592.50	592.50
TOTAL AMOUNT	Php 12,388.88	Php 13,349.54
SCHEDULE 2: AMOUNT TO GOVERNMENT IN FAVOR OF GUARD		
SSS Premium	Php 840.00	Php 920.00
Philhealth Contribution (MC 027-2013)	156.74	156.74
State Insurance Fund	10.00	10.00
Pag-Ibig Premium	208.98	208.98
TOTAL AMOUNT TO GUARD & GOV'T.	Php 1,215.72	Php 1,295.72
Amount Payable to Worker and Government	Php 13,604.10	Php 14,645.26
SCHEDULE 3: AGENCY FEE		
Administrative Overhead and Margin (20% of 3.1)	Php 2,720.82	Php 2,929.05
SCHEDULE 4: TAXES PAID TO GOVERNMENT (12% VALUE ADDED TAX)		
4.1 VAT	Php 326.50	Php 351.49



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

TOTAL AMOUNT per SECURITY GUARD	Php 16,651.41	Php 17,925.80
No. of Security Guards	7	3
Total Monthly Estimate	Php 116,559.94	Php 53,777.43
Total Monthly Estimate	Php 170,337.37	
Total Annual Estimate	Php 2,044,048.44	

TOTAL BID price (inclusive of all taxes):

Two Million Forty Four Thousand Forty Eight and 44/100 Pesos Only

(In Words)

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

(if none, state "None")

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

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



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
4th Floor C3 Building, Rizal Avenue, Pagadian City
Telephone No. 062-925-00-80



GUILBERT J. CATUBAY
Chairman

JORGE B. DUTERTE
Vice-Chairperson

CRISTINA V. RIVERA
Member

GLORY URS N. MIGUEL
Member

SANDRA U. SANCHEZ
Member

ANALIE T. BERNARDO
Provisional Member

SECRETARIAT:

GLADYS CLAIRE R. ENOT
Secretary

BRYAN M. DAEL
Member

CRIS O. ISA
Member

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

Dated this _____ day of _____, 2021

Authorized Representative: _____
(Signature Over Printed Name)

In the capacity of: _____

Duly Authorized to Sign Bid for and on behalf of:

Name of the Company: _____

Address: _____

Tel. /Fax No(s): _____