

PHILIPPINE BIDDING DOCUMENTS

Provision of Security Services for the Philippine Competition Commission for CY 2023

IB No. 2023-EPA-0008

**Government of the Republic of the Philippines
Philippine Competition Commission**

**Sixth Edition
25 October 2022**

Preface

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

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

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

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

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

For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID FOR

Provision of Security Services for the Philippine Competition Commission for CY 2023

1. The *Philippine Competition Commission (PCC)*, through the *FY 2023 National Expenditure Program (NEP)* intends to apply the sum of *One Million Three Hundred Thirty-One Thousand Pesos (PhP1,331,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Provision of Security Services for the Philippine Competition Commission for CY 2023* under *Invitation to Bid (IB) No. 2023-EPA-0008*. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The *PCC* now invites bids for the above Procurement Project. Bidders should have completed a contract similar to the Project from the date of submission and receipt of bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from *PCC* and inspect the Bidding Documents at the address given below during *office hours from 8:00 A.M. to 5:00 P.M. (Monday through Friday)*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **26 October 2022** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB and internal issuance of PCC Bids and Awards Committee (PBAC), in the amount of **Two Thousand Pesos (PhP2,000.00)**:

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

6. The **PCC** will hold a Pre-Bid Conference on **04 November 2022, 2:00PM** the given address below or through Microsoft Teams teleconference which shall be open to prospective bidders.
7. Bids must be duly received by the PBAC Secretariat through **IB No. 2023-EPA-0007 on 16 November 2022, 12:00NN** at **25^F Vertis North Corporate Center 1, North Avenue, Quezon City** or via e-bid submission through this link: <https://pccgov.sharepoint.com/sites/E-BIDSubmission>. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **16 November 2022, 3:00PM** at the given address below or through Microsoft Teams Teleconference. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bids submitted through online submission must be put in a compressed/zip folder. The compressed folders and the files in it must be both password-protected. Kindly refer to the Guidelines on PCC E-Bid Submission uploaded under the E-Bid System window of the PCC website.
11. The **PCC** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

THE SECRETARIAT

Bids and Awards Committee

Philippine Competition Commission

25F Tower 1, Vertis North Corporate Center,

North Avenue, Quezon City

Telephone No.: (02) 771-9722 local 204

e-mail: procurement@phcc.gov.ph or ivabano@phcc.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:

<https://www.phcc.gov.ph/procurement/request-for-quotation-expression-of-interest-invitation-to-bid/>

For online bid submission: <https://www.phcc.gov.ph/e-bid-submission-system/>

25 October 2022



ATTY. JOSEPH MELVIN B. BASAS
Chairperson, PCC Bids and Awards Committee



Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *Philippine Competition Commission* wishes to receive Bids for the *Provision of Security Services for the Philippine Competition Commission for CY 2023*, with identification number *IB No. 2023-EPA-0008*.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Terms of References).

2. Funding Information

2.1. The GoP through the source of funding as indicated below for 2023 in the amount of *One Million Three Hundred Thirty-One Thousand Pesos (PhP1,331,000.00)*.

2.2. The source of funding is:

FY 2023 National Expenditure Program (NEP)

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that subcontracting is not allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the 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.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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

- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Terms of References)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Provision of Security Services for the Philippine Competition Commission for CY 2023</i> b. completed within one (1) year prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed</i>
12	<ul style="list-style-type: none"> i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable); ii. The cost of all customs duties and sales and other taxes already paid or payable; iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and iv. The price of other (incidental) services, if any.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>Twenty-Six Thousand Six Hundred Twenty Pesos (PhP26,620.00)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Sixty-Six Thousand Five Hundred Fifty Pesos (PhP66,550.00)</i> if bid security is in Surety Bond.
19.3	<i>Please refer to the attached Terms of Reference</i>
20.2	<i>Not Applicable</i>
21.2	<i>Not Applicable</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

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

Spare Parts –

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

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions

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

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.

(Please see attached Terms of Reference)

Section VII. Terms of Reference

TERMS OF REFERENCE

Provision of Security Services for the Philippine Competition Commission for CY 2023

I. RATIONALE

The Philippine Competition Commission (“PCC”) is an independent quasi-judicial body created to promote and maintain market competition by regulating anti-competitive conduct. It is primarily tasked with enforcing the State policy to enhance economic efficiency and promote free and fair competition in trade, industry, and all commercial economic activities.

Considering the safety and protection of PCC officials, employees, clients, and other stakeholders, it is essential to meet its operational and administrative requirements, as well as delivery of services to the public, a Security Agency shall be engaged to carry out the PCC’s need for the Provision of Security Services (the “Project”).

II. SCOPE OF SERVICES

The Security Agency through the assigned Security Guards shall provide security services for the PCC and shall undertake the following functions and responsibilities:

1. Secure and protect the PCC properties from theft, arson, pilferage, trespassers, robbery, destruction, and other unlawful acts committed by any person as well as maintain peace and order within the PCC premises.
2. Secure and protect the PCC officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts and to enforce and implement security and safety rules and regulations within the PCC premises.
3. Conduct random inspection of all bags and baggage carried by people coming in and out of the PCC premises.
4. Prepare and submit daily Activity and Situation Report to cover all activities and incidents related to the implementation of security operations for the areas of responsibility as well as any untoward incidents that transpired during the day.
5. Properly and carefully screen all visitors who wish to enter the PCC premises and instruct them to log in and out of the Visitor’s logbook.
6. Prohibit unauthorized persons (e.g., solicitors, and vagrants) from entering and loitering within the PCC premises.

7. Screen all incoming mail and parcels in coordination with the GSD-Records Unit
8. Record the comings and goings of all the PCC officials and employees.
9. Log all deliveries (e.g., supplies and equipment).
10. Ensure all materials, machines and equipment taken in and out of the PCC have its corresponding approved gate pass from the PCC General Services Division.
11. Respond to all alarms and act appropriately/accordingly.
12. Responsible in coordinating with their security counterpart in Vertis North Tower 1 for security concerns whenever necessary.
13. Turn off all unnecessary lights, fixtures, and appliances after office hours.
14. Conduct roving inspections after office hours or as needed.
15. Strictly abide and implement all policies of the PCC.
16. Perform other duties that may be assigned from time to time.

III. QUALIFICATIONS OF SECURITY GUARDS AND SECURITY AGENCY

The following are the qualifications of the Security Guards and Security Agency:

A. Security Guards

The Security Agency shall warrant that every Security Guard assigned to the PCC possesses the following qualifications:

1. Must be a Filipino Citizen.
2. At least 2nd year college or should have earned at least 72 units in college and/or high school graduate with adequate knowledge in communicating in English language.
3. Should have at least three (3) years of relevant experience as a Security Guard or its equivalent.
4. Must be physically and mentally fit, and neither alcoholic nor addicted to or dependent on prohibited drugs.
5. Must have passed and undergone regular security service training, psychological evaluation test, neuro-psychiatric examination, and drug test. The Security Guard must submit results taken within the last 6 months.
6. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts.

7. Must be duly licensed and properly screened and cleared by Philippine National Police (PNP), National Bureau of Investigation (NBI) and other government agencies issuing clearances for employment (*submit certificate/clearance*).
8. Must have relevant training in emergency response (*submit a certificate of attendance / participation*).
9. Capable of assimilating written and/or oral instructions in English and Filipino and can render intelligible reports.
10. Must be in proper uniform and maintain good grooming preferably military haircut.

B. Security Agency

The Security Agency must:

1. Be a member of Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) or any other association duly recognized by the Philippine National Police-Civil Security Group-Supervisory Office on Security and Investigation Agencies (PNP-CSG-SOSIA) (*submit a copy of License to Operate issued by PNP-SOSIA*).
2. Ensure compliance with relevant issuances of Department of Labor and Employment (DOLE), Social Security System (SSS), Home Development Mutual Fund (HDMF), Philippine Health Insurance Corporation (PHIC), Bureau of Internal Revenue (BIR) and the 2016 Revised Implementing Rules and Regulations (RIRR) of the R.A. No. 9184 otherwise known as the Government Procurement Reform Act.
3. Must be an active employer and registered with SSS, HDMF and PHIC. The Security Agency shall submit the corresponding certificate of registration as an employer.
4. Have been engaged in the business for at least five (5) years.
5. Have at least one (1) completed similar contract with Satisfactory Rating with a government agency from 2019 up to the date of opening of bids.
6. Have at least a total of two hundred (200) Security Guards deployed to different agencies, (private and government agencies) from 2019 to 2022. (*Submit a certificate issued by the security agency*).
7. Have a good reputation as attested by previous/current clients. The Security Agency must submit a Certificate of Satisfactory Service from at least three (3) government agencies and private corporations, with whom the Security Agency had a past or ongoing contract for the last five (5) years.

IV. APPROVED BUDGET FOR THE CONTRACT, STAFF COMPLEMENT, AND CONTRACT DURATION AND CONDITIONS

A. Approved Budget for the Contract

The total Approved Budget for the Contract (“ABC”) is **One Million Three Hundred Thirty-One Thousand Pesos (PhP1,331,000.00)**, inclusive of all applicable taxes and fees, including administrative fees of not more than 25%, and mandatory contributions due to concerned government agencies such as SSS, PHIC and HDMF.

B. Staff Complement

Staff complement shall be comprised of **two (2) Security Guards** who shall have a shifting schedule of twelve (12) hours a day from Mondays to Sundays, to be deployed at the entrance of the PCC premises located at the 25th Floor Vertis North Corporate Center 1, North Avenue, Mindanao, Quezon City.

C. Contract Duration and Conditions

1. Contract Duration

The Contract shall commence upon receipt by the Security Agency of the Notice to Proceed until **December 31, 2023**.

2. Conditions of the Contract

The following are the conditions to be complied with by the Security Agency:

- a. The Security Agency shall comply with the Labor Code of the Philippines and the Private Security Agency Law including but not limited to provisions requiring that wages shall be paid at least twice a month. Within five (5) working days from the scheduled date of payment, the Security Agency shall submit to the PCC proof of payment and/or remittances of the following:
 - Wages and overtime fees.
 - 13th-month pay of their deployed employees.
 - Remittances to SSS, PHIC, HDMF and BIR.

The PCC shall in no case be liable for any interest penalty or for any delayed payments of the remittances to SSS, HDMF, PHIC and BIR caused by the Security Agency.

- b. The Security Agency shall submit to the PCC its Compliance Certificate/Clearance from the Department of Labor and Employment (DOLE) and National Labor Relations Commission Certificate, stating that it is duly registered as a legitimate contractor.
- c. The Security Agency shall require the designated Security Guards to be always neat and in proper uniform.
- d. The Security Agency shall make available at all times trained and qualified relievers and/or replacements to ensure continuous and uninterrupted service in case of absences of the assigned guard for whatever reason; provided,

however, that no Security Guard shall serve for more than twelve (12) hours of duty per day except in case of emergency. Furthermore, in case of replacement, the name of the guard/s to be replaced shall be indicated in the Duty Detail Order (DDO) and shall be presented, together with the Recall Order (RO) issued to the Security Guard who will be replaced, to the duly authorized representative/s of the PCC. The DDO and copy of RO shall be submitted to the PCC through the General Services Division. In no case shall a Security Guard assume his post without presenting his DDO and RO to the PCC authorized representative/s.

- e. The PCC has the right to demand from the Security Agency the immediate replacement of Security Guards who are deemed undesirable or incompetent as a result of the performance evaluation conducted by the PCC through GSD. The PCC shall then give a request for replacement to the Security Agency, which in turn, shall have twenty-four (24) hours from receipt if such request to provide a replacement. In all instances, the replacement should be acceptable to the PCC.
- f. The PCC has the right to reject any output or any task which fails to meet the minimum standards that may be agreed upon by the PCC and the Security Agency. In such instances, the Security Agency shall make the necessary corrections or alterations to the output or task to meet the minimum standards agreed on.
- g. The Security Agency shall provide full coverage of medical and risk insurance to the Security Guards to be deployed to the PCC, at its own expense.
- h. The Security Agency shall equip the Security Guards assigned to the PCC with security equipment and supplies such as but not limited to hereunder items which may be necessary for the effective performance of the Security Guards' duties and functions, including security enforcement and maintenance of peace and order:
 1. Baton or nightstick
 2. Flashlight
 3. First aid kit
 4. Logbooks and pens
 5. Other Office Supplies

Further, the Security Agency shall provide the following per Security Guard:

1. Uniform
 2. Boots (1 pair)
 3. Personal Protective Equipment
- i. The Security Agency shall provide monthly pre-paid load allowance amounting to at least Php300.00 per Security Guard. The Security Agency shall also provide temporary mobile phone with camera (android phone) in case of lost or damaged of the personal phone of the Security Guard until he has acquired a new unit. The mobile phones will ensure continuity of communication between the Security Guard and PCC's representative in case problems should arise with the existing communications systems.

- j. All bid prices for the twelve (12) months duration shall be fixed and shall not be adjusted during contract implementation, except in the following instances:
 - Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding.
 - Increase/ decrease in taxes (i.e. business tax) as prescribed by law.
 - Increase in monthly contributions such as SSS, PHIC, HDMF and other agencies authorized by the Government of the Philippines issued after date of the bidding in absence of the issuances to implement such increase.
 - If during the term of the contract the PCC sees the need to add or reduce the number of Security Guards, the resulting cost of the said addition or reduction shall in no case exceed the ABC for the relevant year.
- k. The Security Agency shall be responsible and liable for the cost of any loss, damage, or injury that may be suffered by the PCC, its officers or employees when such loss, damage or injury is due to the fault or negligence of the Security Agency or its Security Guards, provided that such loss, damage, or injury is made known to the Security Agency within twenty-four (24) hours of its occurrence or discovery.
- l. The Security Agency shall ensure that the Security Guards to be dispatched shall have proper and complete training on emergency response procedures.
- m. In addition to the foregoing, the Security Agency must accomplish and submit the attached revised **Price Schedule Form (Annex “A”)** indicating therein the breakdown of the items in its Bid Form.

V. OTHER REQUIREMENTS

The following pertinent documents shall be submitted by the winning bidder within fifteen (15) calendar days from the effectivity date of the contract:

1. Proof of paid remittances from SSS, PHIC and HDMF in the form of certifications or clearances for 2nd and 3rd Quarter 2022 if not stated in the certification or clearance:
2. Security Plan for the following (to be submitted by the Security Agency upon acceptance of Notice of Award):
 - a. Detailed measures and innovations to be undertaken to ensure that entry and exits of personnel and guests are monitored, loss of equipment and valuables are minimized, and threat to property, personnel and guests are secured.
 - b. Disaster preparedness plan (including but not limited to earthquake, fire, flood, bomb threat, or any calamities or acts of God).
 - c. VIP protocol.

3. Curriculum Vitae/Biodata with recent photo of the Security Guards to be assigned to PCC with the following information and supporting documents:
 - a. Diploma and other school credentials;
 - b. Appropriate and relevant security training, licenses, and exams;
 - c. Certificate of Employment for previous work experiences;
 - d. Medical/health clearance including a negative RT-PCR Result;
 - e. Drug test certificate;
 - f. Clearances: police and NBI; and
 - g. Other documents as may be deemed necessary.
4. Notarized undertaking to pay their Security Guards and other private security personnel the prescribed benefits pursuant to all applicable laws, rules and regulations.

VI. RESPONSIBILITIES OF PCC

The following shall be the responsibilities of the PCC:

- A. Shall grant the Security Agency's authorized representative/s limited access to the to the PCC's premises to allow the former to perform its duties and responsibilities; provided, however, that such representative/s is/are accompanied by PCC authorized representative/s.
- B. May require change of Security Guards in case of individual work performance of respective concerned Security Guard falls below the PCC requirements and expectations.
- C. Provide relevant documents needed by the Security Agency to warrant the employee's deployment, if necessary and as deemed appropriate and justifiable.
- D. Shall pay the Security Agency in accordance with the conditions set forth in Section VII hereof.

VII. BILLINGS AND PAYMENT SCHEME

1. The PCC shall pay the Security Agency upon submission of the statement of account/billing statement with the corresponding monthly billing rates stipulated in the contract subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered by the employees deployed by the Security Agency; and upon submission of its monthly payment and affidavit or sworn certification that it has paid the salaries and benefits of its employees for the period covered, per submitted payroll and remitted the corresponding premiums to SSS, PHIC, HDMF, payment of withheld compensation taxes to BIR and Employees' Compensation Commission (if any).

A separate billing statement shall be applied in case of increase in salary pursuant to wage order and increase in monthly contributions such as SSS, PHIC, HDMF and other agencies authorized by the Government of the Philippines. The latest issuance of rates shall be applied.

2. The Security Agency shall submit to the End-user, within five (5) days of the succeeding month, a monthly statement signed by the Security Agency's duly

authorized representative that it has paid all wages, salaries, compensation and other benefits of the employees assigned to PCC for services rendered during the immediately preceding month, and that such payments are in accordance with the requirements of law. The PCC shall in no case be liable for any interest penalty or for delayed payments of the remittances.

3. The Security Agency shall adhere to the basic reportorial requirements of PCC such as, but not limited to semi-monthly statements of account, accompanied by certified true copy of semi-monthly payroll including applicable deductions and photocopies of the breakdown and official receipts of personnel's mandatory contribution to SSS, PHIC, HDMF, as well as the withholding taxes to BIR.
4. All payments shall be released and claimed within PCC premises.

VIII. CONFIDENTIALITY CLAUSE

- A. All information, data and documents concerning the business and affairs of the PCC which are classified as confidential shall be treated with extreme secrecy by the Security Agency, Officers/Guards; and shall not be communicated or disclosed to any person or entity without prior written clearance from the PCC.
- B. In the event that the Security Agency fails to comply with this Confidentiality Clause, the PCC shall have the option to apply pertinent provisions of R.A. 5487 and other applicable charges without prejudice to the filing of criminal charges.
- C. In the event that the disclosure of confidential information and on documents is made by the Security Agency to any person or entity after the termination of this contract with the PCC, the latter shall have the right to seek redress and compensation through legal proceedings in a court of law.
- D. The PCC may require the Security Agency or any of its Security Guards to enter into a Non-disclosure Agreement that shall further specify the confidentiality obligations of the Security Agency or any of its Security Guards.

IX. MODE OF PROCUREMENT

The mode of procurement shall be Competitive Bidding in accordance with the provision of 2016 RIRR of RA 9184.

X. LIQUIDATED DAMAGES

If the Security Agency fails to deliver any or all of the goods and/or to perform the services within the period specified in this contract, the PCC 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 percent (1%) of the cost of unperformed portion of every day of delay provided that the maximum deduction shall be ten percent (10%) of the amount of the contract. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the PCC reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

XI. DISPUTE RESOLUTION

- A. Should there be any dispute related to the contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in order of application. The venue of the proceedings shall be in Quezon City.
- B. In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and
- C. Any amendment or additional terms and conditions must be in writing, signed and acknowledged by the Parties.

Prepared by:

Reviewed by:



Meonel B. Nuñez

Administrative Officer II, GSD



Rommel R. Oira

Chief Administrative Officer, GSD

Approved by:



Jeson Q. de la Torre

Director IV

Administrative Office

CONFORME:

Name of Consultant / Firm

Signature of Consultant / Authorized Representative

Designation

Date

PRICE SCHEDULE FORM

Provision of Security Services for the Philippine Competition Commission for CY 2023 (January to December 2023)

I. COST DISTRIBUTION PER MONTH		
PARTICULARS		
No. of Days per Year ¹ (For those who are required to work every day, including Sundays or rest days, special days and regular holidays)		
Daily Minimum Wage (MW) ¹ in Philippine Peso		
AMOUNT, PhP		
<i>Schedule 1: Amount Paid Directly to Security Guards</i>		
	Day Shift	Night Shift
1.1 Average Pay per month = (MW x no. of days per year / 12)		
1.2 Night Differential Pay (Ave. Pay / month x 10%)		
1.3 13 th Month Pay (MW x 365/12/12)		
1.4 5 Days Incentive Leave Pay (MW x 5/12)		
1.5 Uniform Allowance (R.A. 5487)		
1.6 Overtime Pay (see Section II)		
SUB-TOTAL (Total Amount to Guard)		
<i>Schedule 2: Amount Paid to Government</i>		
2.1 Retirement Benefit under R.A. 7641 (MW x 22.5 /12)		
3.2 SSS Contribution (R.A. 11199)		
2.3 PhilHealth Contribution (R.A. 7875)		
2.4 Pag-IBIG Contribution (R.A. 7742)		
2.5 State Insurance Fund (P.D. 626)		
SUB-TOTAL (Total Amount Directly to Government in Favor of Guard)		
TOTAL AMOUNT TO GUARD AND GOVERNMENT		
<i>Schedule 3: Agency Fee</i>		
3.1. Administrative and Overhead Margin (not more than 25%)		
4.1 Value-added Tax under RMC No. 39-2007 (Agency Fee x 12%)		
Grand Total per Guard		

¹ Reference: Handbook on Worker's Statutory Monetary Benefits (2020 Edition)

II. OVERTIME PAY COMPUTATIONS		
PARTICULARS	AMOUNT, PhP	
	Day Shift	Night Shift
Rate (MW/8) per hour		
Regular Days (Rate x % compensation x no. of days x 4)		
Regular Holidays (Rate x % compensation x no. of days x 4)		
Sundays (Rate x % compensation x no. of days x 4)		
Special days (Rate x % compensation x no. of days x 4)		
Monthly Overtime Pay for 4 hours per Day		

III. SUMMARY OF BID					
Particulars		No. of Guards	Total Monthly Rate	Total Annual Security Service	
Rate per Guard	Day Shift				
	Night Shift				
Grand Total Bid in Words and in Figure					
				PhP _____	

Submitted by: _____
Bidder's Authorized Representative

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (k) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

- government procurement activities for the same item or product.
- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



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Final Audit Report

2022-10-26

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