



**PEOPLE'S TELEVISION**  
P A R A S A B A Y A N

People's Television Network, Inc  
Broadcast Complex, Visayas Avenue, Diliman, Quezon City 1100  
Telephone No. 3453-1097 /www.ptv.ph

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# **PHILIPPINE BIDDING DOCUMENTS**

## **(Procurement of GOODS)**

### **REBID: PROVISION OF SECURITY SERVICES OF PEOPLE'S TELEVISION NETWORK, INC. (PTNI) MANILA OFFICE AND ITS PROVINCIAL STATIONS**

**ITB No. 2021-0012R**

Government of the Republic of the Philippines

**Sixth Edition**  
**September 2021**

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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***



**PEOPLE'S TELEVISION**  
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**People's Television Network, Inc**  
**Broadcast Complex, Visayas Avenue, Diliman, Quezon City 1100**  
**Telephone No. 3453-1097 /www.ptv.ph**

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## **INVITATION TO BID FOR**

### **Rebid: Provision of Security Services of People's Television Network, Inc. (PTNI) Manila Office and its Provincial Stations ITB No. 2021-0012R**

1. The *People's Television Network, Inc. (PTNI)* through the *Corporate Funds* intends to apply the sum of ***Eighteen Million Nine Hundred Thousand Pesos (PHP 18,900,000.00)*** being the ABC to payments under the contract for ***Provision of Security Services of People's Television Network, Inc. (PTNI) Manila Office and its Provincial Stations, ITB No. 2021-0012R.*** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *People's Television Network, Inc. (PTNI)* now invites bids for the above Procurement Project. Delivery of the Goods is **One (1) Year contract commencing from November 24, 2021-November 23, 2022 or on the day on the receipt of the Notice to Proceed (NTP), whichever is later.** Bidders should have completed, ***within Five (5) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.  
  
Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *People's Television Network, Inc. (PTNI)* and inspect the Bidding Documents at the address given below during *office hours from 9:00 am to 5:00 pm.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on **29 September 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Twenty-five Thousand Pesos (PHP 25,000.00).*** The

Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person or through electronic means.

1. Cashier (In Person)
  - Kindly inform the Secretariat through this number/s 0956-738-4512/0961-693-8333 upon arrival.
  - Transaction will be done at entrance gate only.
  - Cashier is available from Mon-Fri, 9:00 AM - 5:00 PM.
2. PTNI's Bank Account (Land Bank of the Philippines).
  - Account Name: PTNI
  - Account Number: 3212100497
  - Kindly Email the proof of payment at bacsecretariat@ptni.gov.ph after the transaction.

6. *The People's Television Network, Inc. (PTNI)* will hold a Pre-Bid Conference on **7 October 2021, 4:00 PM** through videoconferencing/webcasting via **Zoom**, which shall be open to prospective bidders.

**Meeting ID : 810 0323 6322**  
**Passcode : 2021-0012R**

7. Bids must be duly received by the BAC Secretariat manual submission at the office address indicated below on or before **4:00 PM of 19 October 2021**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be at **4:30 PM of 19 October 2021** at **Bids and Awards Committee (BAC) Secretariat/Project Management Office (PMO), 3rd Floor, PTNI Broadcast Complex, Visayas Avenue, Diliman, Quezon City** and to be webcast via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

**Meeting ID : 838 4601 4779**  
**Passcode : 2021-0012R**

10. *People's Television Network, Inc. (PTNI)* Health and Safety Protocols during the following Procurement Activities:
  1. Pre-Bid Conference
    - Kindly send a letter of intent with the name of the company representative and his/her contact detail (mobile/telephone number and email address) to participate in the conference.
  2. Opening and Submission of Bids
    - PTNI will still require manual submission of bid.
    - The bidder must submit its bid on time with proper label or sealing.



- Bidder may have one (1) representative to attend physically during the Bid Opening whose shall enforce the following precautionary measures among themselves:
  - Observe physical distancing
  - Submit Barangay Health Emergency Response Team (BHERT) Certificate.
  - Wear face mask (at least 3-ply surgical mask, preferably N95 mask) and face shield at all times.
  - Submit duly accomplished Health Declaration forms and COVID-19 Negative Rapid Antigen Test (AgT) or RT-PCR test results from within the last 48-hours before the date of Opening of Bids. Bidder may also participate virtually and watch the activity through video conferencing via Zoom.
  
- 11. The *People's Television Network, Inc. (PTNI)* 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:  
  
***BAC Secretariat***  
*People's Television Network, Inc. (PTNI)*  
*3rd Floor, PTNI Broadcast Complex,*  
*Visayas Avenue, Diliman, Quezon City*  
*bacsecretariat@ptni.gov.ph*  
*0956-738-4512 / 0961-693-8333*  
*www.ptni.gov.ph*
  
- 13. You may visit the following websites:  
  
Bidding Documents: [ptni.gov.ph/procurement/](http://ptni.gov.ph/procurement/)  
Procurement forms: <https://www.gppb.gov.ph/downloadables.php>

29 September 2021

  
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**ATTY. JASON SHAIKER H. SALENDAB**  
*Chairperson, Bids and Awards Committee*

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *People's Television Network, Inc. (PTNI)* wishes to receive Bids for the *Provision of Security Services of People's Television Network, Inc. (PTNI) Manila Office and its Provincial Stations*, with identification number *ITB No. 2021-0012R*.

The Procurement Project (referred to herein as "Project") is composed the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Corporate Funds* in the amount of *Eighteen Million Nine Hundred Pesos (PHP 18,900,000.00)*.

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that: Subcontracting is not allowed.

- 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 through videoconferencing/webcasting via **Zoom** as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

**IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

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

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

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

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

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) Calendar Days from the date of the Opening of Bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

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

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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



## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Provision of Security Services</i></li> <li>b. completed within <i>Five (5) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP <i>PTNI Manila and its Provincial Stations</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond</li> </ul>
19.3	Not Applicable.
20.2	<p>During the Post-Qualification, the Original Copy of the following documents must be submitted:</p> <ol style="list-style-type: none"> <li>1. Registration Certificate and/or Certificate of Good Standing from Philippine Association of Detective and Protective Agency Operators, Inc (PADPAO);</li> <li>2. Valid License to Operate Security Agency issued by PNP-SOSIA;</li> <li>3. Clearance/Certificate of compliance with the statutory obligations from the NCR and regional offices of the National Labor Relations Commission (NLRC) where the PTNI Regional offices are stationed and the Department of Labor and Employment (DOLE) where the main office of the Security Agency based covering the period of at least one (1) year preceding the deadline for the submission of bids. If in the event there are pending or adverse decisions relative to the preceding paragraph, a list of the cases and copies of the adverse decisions will be submitted.</li> <li>4. Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PAG-IBIG at least one (1) year preceding the deadline for the submission of bids;</li> </ol>

	<ol style="list-style-type: none"> <li>5. Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PHIL-HEALTH at least one (1) year preceding the deadline for the submission of bids ;</li> <li>6. Notarized statement by any responsible corporate official, managing partner or proprietor that the agency is not “blacklisted” or barred from bidding by the government or any of its agencies, offices, corporations or LGU’s including non-inclusion in the consolidated blacklisting report issued by GPPB.</li> <li>7. List of all pending labor, civil, administrative or criminal cases filed by or against the officers, partners or owner of the agency or a statement that the firm, partnership or owner has no such pending cases.</li> <li>8. Latest Certification issued at least (1) month before the submission of bids, from the PNP and the PADPAO that the agency is not included in the master list of the blacklisted/suspended security service agencies.</li> <li>9. Articles of Incorporation, Partnership or Cooperative, whichever is applicable, including amendments thereto, if any</li> <li>10. Organizational Chart of the Security Agency.</li> <li>11. List of Key Officials of the Security Agency with at least one official with a title of Certified Security Personnel</li> </ol>
21.2	<p>Upon receipt of Notice of Award, in connection with the “Manpower Requirement” in the “Responsibility of the Agency” the Bidder shall submit the following documents of each Security Personnel to be deployed:</p> <ul style="list-style-type: none"> <li>• Valid Police Clearance,</li> <li>• Valid Certificate or License of Security Personnel issued by PNP-Sosia if it is on process copy of Special Bank Receipt;</li> <li>• Diploma (High School, College Diploma or any equivalent documents),</li> <li>• Birth Certificate,</li> <li>• Medical Certificate,</li> <li>• COVID-19 Vaccination Card or equivalent</li> <li>• RT-PCR Test Negative Result</li> <li>• Certificate issued by the service provider stating that the Head Guards are computer literate and capable of operating CCTV monitor systems.</li> <li>• Certificate issued by the service provider stating that the SG has undergone training in handling firearms.</li> <li>• Certificate issued by the service provider stating that the SG has undergone training in handling emergency situations such as fire, earthquake, picket/strike, typhoon, bomb threat with appropriate certificate</li> <li>• Drug and Neuro Examination Result</li> </ul>

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <b><i>PTNI Manila and its Provincial Stations</i></b>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <b><i>PTNI Manila and its Provincial Stations</i></b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Ms. Maila Mamaril of Administrative Division</b>.</p> <p><b>Incidental Services –</b></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> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>



- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

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

*Select appropriate requirements and delete the rest.*

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.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **Five (5) years**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **Five (5) years** of placing the order.

	<p><b>Packaging –</b></p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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>
	<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><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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	Partial payment is not allowed.
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> <li><b>1. Firearm Safety</b></li> <li><b>2. Whistles</b></li> <li><b>3. Uniforms</b></li> <li><b>4. Security Plan</b></li> <li><b>5. Number of Firearms and Model</b></li> <li><b>6. First aid kit</b></li> <li><b>7. Flashlights</b></li> <li><b>8. Metal detectors</b></li> <li><b>9. Under chassis mirror</b></li> </ol>

## **TERMS OF REFERENCE**

### **PROVISION OF SECURITY SERVICES OF PEOPLE'S TELEVISION NETWORK, INC. (PTNI) MANILA OFFICE AND ITS PROVINCIAL STATIONS**

#### **I. TERMS OF REFERENCE**

1. Bids must be for the number of guards for PTNI Building and its buildings and premises, Manila Office and Provincial Stations;
2. Bid quotations of the winning bidder who has the lowest responsive and calculated bid shall be the basis of the proper service contract to be subsequently executed. The service contract may be terminated by the Committee upon failure of the bidder after proper investigation, to comply with the terms and conditions as specified therein.
3. The bidder shall be disqualified if, upon verification, it intentionally indicated in its bid and/or bid documents untruthful statements, misrepresentations of facts, omissions or withheld information. The submission of fictitious documents shall likewise be a ground for disqualification. The PTNI may impose appropriate sanctions on bidders who are disqualified on the grounds herein stated.
4. The PTNI through the BAC reserves the right to reject any or all bids and/or offers submitted, waive any defects or informalities therein, accept any other bid or offer it may consider advantageous and beneficial to the government.

#### **II. ADDITIONAL ELIGIBILITY REQUIREMENTS**

##### **A. PRELIMINARY DOCUMENTS**

1. Letter of intent.
2. Company profile which shall contain the following information:
  - Number of years in business (5 years and above);
  - Names and nationality of the officers, partners or owners, as the case may be
  - Name, address, location and sketches of the main office.
3. Board resolution or written authorization by the managing partner or owner stating the authorized representative/s who will represent the agency during the entire period of this particular bidding.
4. Certification authorizing the Bids and Awards Committee to verify the authenticity of any of the information/documents submitted for eligibility check which certification must be signed by any responsible corporate official, managing partner or proprietor, as the case may be.

## **B. LEGAL DOCUMENTS**

**(Note: Original Copies must be presented for authentication during Post-Qualification)**

1. Registration Certificate and/or Certificate of Good Standing from Philippine Association of Detective and Protective Agency Operators, Inc (PADPAO);
2. Valid License to Operate Security Agency issued by PNP-SOSIA;
3. Clearance/Certificate of compliance with the statutory obligations from the NCR and regional offices of the National Labor Relations Commission (NLRC) where the PTNI Regional offices are stationed and the Department of Labor and Employment (DOLE) where the main office of the Security Agency based covering the period of at least one (1) year preceding the deadline for the submission of bids. If in the event there are pending or adverse decisions relative to the preceding paragraph, a list of the cases and copies of the adverse decisions will be submitted.
4. Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PAG-IBIG, PHILHEALTH & SSS at least one (1) year preceding the deadline for the submission of bids;
5. Notarized statement by any responsible corporate official, managing partner or proprietor that the agency is not “blacklisted” or barred from bidding by the government or any of its agencies, offices, corporations or LGU’s including non-inclusion in the consolidated blacklisting report issued by GPPB.
6. List of all pending labor, civil, administrative or criminal cases filed by or against the officers, partners or owner of the agency or a statement that the firm, partnership or owner has no such pending cases.
7. Latest Certification issued within Thirty (30) calendar days before the submission of bids, from the PNP and the PADPAO that the agency is not included in the master list of the blacklisted/suspended security service agencies.
8. Articles of Incorporation, Partnership or Cooperative, whichever is applicable, including amendments thereto, if any
9. Organizational Chart of the Security Agency;
10. List of Key Officials of the Security Agency with at least one official with a title of Certified Security Personnel

## C. TECHNICAL DOCUMENTS

1. List of types and number of firearms, ammunition and security equipment that the firm, partnership or owner owns, has under lease, and/or has under purchase agreements, if any. See list of basic firearms and security equipment and supplies in “Annex “B””; with attached proof of ownership and/or certificate of Registration and/or permits and licenses;
2. Manual of operations/company rules and regulations on the following:
  - Recruitment of personnel;
  - Salaries of personnel;
  - Duties/functions/responsibilities of Personnel.
  - Attendance/leave credits;
  - Performance standards; Trainings attended preferably TESDA (If applicable)
  - Sanctions for violation of company rules and regulations;
3. An undertaking under oath, that the guards will be paid the wages and allowances not lower than the minimum amount prescribed by the PADPAO and/or not lower than the standard salaries and benefits for the guards prescribed by the Labor Code and the mandated taxes in the minimum cost distribution formula without being charged of cut-throat competition, in accordance with the Rules for the Procurement of Goods under Republic Act No. 9184 (R.A. 9184); and that the regulations concerning the compulsory and immediate remittances of SSS, Philhealth, PAG-IBIG, State Insurance Fund Contributions and Withholding Taxes to the BIR will be strictly complied.
4. Technical Parameters
  1. *Stability*
    - *Years of Experience*
    - *Liquidity of the Contractor*
    - *Organizational Set-up*
  2. *Resources*
    - *No. of Licensed Firearms*
    - *No. of Kind of Communications Devices*
    - *No. of Kind of Motor Powered Vehicles*
    - *No. of Licensed Guards*
  3. *Security Plan*
  4. *Other Factors*
    - *Recruitment and Selection Criteria*

- *Completeness of Uniforms and Other Paraphernalia*

#### **D. FINANCIAL DOCUMENT**

1. Bill of Quantities using the provided form in Annex “A” to be include in the Financial Component Envelope.

### **III. PLACE AND LOCATION**

The agency shall provide security guard services to PTNI at its premises for the following:

#### PTV Manila (18)

- Located at Broadcast Complex, Visayas Avenue, Diliman, Quezon City and other places that may be agreed upon by both parties. It is adjacent to Philippine Information Agency (PIA) Building and Bureau of Soils Building. Please see Annex “D” for the details of posting.
- Philippine Charity Sweepstakes Office (PCSO Lottery Draw) (1)
- Located along Shaw Boulevard, Mandaluyong City

#### PTV Cordillera (3)

- Located at PIA Compound, Wright Park, Baguio City

#### PTV Cebu (2)

- Located at Mt. Busay, Bagbag 1, Cebu City

#### PTV Guimaras (2)

- Located at Brgy San Miguel, Jordan , Guimaras

#### PTV Davao (2)

- Located at Shrine Hills, Matina, Davao City

#### PTV Mindanao Media Hub (9)

- Located along Carlos P. Garcia Highway, Diversion Road, Bangkal, Davao City

#### PTV Naga (2)

- Located at Km 4 Zone 7, Brgy San Felipe, Naga City

#### PTV Cotabato (2)

- Located at DICT Compound, Don E. Sero corner 6<sup>th</sup> Sts., Rosary Heights, Cotabato City

#### PTV Zamboanga (2)

- Located at Murok, Upper Pasonanca, Zamboanga City

### **IV. NUMBER OF SHIFTS**

There will be two (2) shifts of 12 hours each.

**V. UNIFORMS AND PARAPHERNALIA**

Security Guards that will be assigned in all lobbies including the Security Officers shall wear barong attire. All roving guards are required to wear a Security Guard authorized uniform.

**VI. CONTRACT DURATION**

The Contract will be for a period of one (1) year period commencing from November 24,2021 to November 23, 2022 or on the day on the receipt of then Notice to Proceed (NTP), whichever is later.

Should there be an instance that the contract will be terminated , PTNI will submit a written notice to the agency thirty(30) days prior to the intended date of termination.

**VII. BID AMOUNT**

The bid amount shall be based on the minimum rates prescribed by PADPAO excluding the retirement benefit and/or shall not be below the standard salaries and benefits for the guards prescribed by the Labor Code and the mandated taxes in the minimum cost distribution formula without being charged of cut-throat competition, in accordance with the Rules for the Procurement of Goods under Republic Act No. 9184 (R.A. 9184). Payment for the services shall be made on a monthly basis.

**VIII. BID SECURITY**

Pursuant to RA 9184 the bid security requirements are as follows:

All bids shall be accompanied by a bid security, payable to the Procuring Entity concerned as a guarantee that the successful bidder shall, within ten (10) calendar days from receipt of the notice of award, enter into contract with the Procuring Entity and furnish the performance security required in Section 39 of this IRR, except when Section 37.1 of this IRR allows a longer period. Failure to enclose the required bid security in the form and amount prescribed herein shall automatically disqualify the bid concerned.

The bidder shall submit a Bid Securing Declaration, or any form of Bid Security, in an amount not less than the required percentage of the ABC in accordance with the following schedule:

<b>Form of Bid Security</b>	<b>Amount of Bid Security (Not less than the required percentage of the ABC)</b>
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
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. (a)	
Bank draft/guarantee or irrevocable letter	



<p>of credit issued by a Universal or Commercial Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</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>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>	<p>Five percent (5%)</p>

The bid security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity.

Without prejudice to the provisions of the Act and this IRR on the forfeiture of bid securities, bid securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid (LCRB) or Highest Rated Responsive Bid (HRRB), as the case may be, has signed the contract and furnished the performance security, except to those declared by the BAC as failed or post-disqualified in accordance with this IRR, upon submission of a written waiver of their right to file a request for reconsideration and/or protest.

A Bid Securing Declaration is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the required performance security within ten (10) calendar days, as indicated in the Bidding Documents, from receipt of the Notice of Award, and commits to pay the corresponding amount as fine and be automatically disqualified from bidding of any procurement contract of any Procuring Entity for a period of time, upon receipt of the Blacklisting Order,<sup>61</sup> in the event it violates any of the conditions stated therein as required in the guidelines<sup>62</sup> issued by the GPPB.

In no case shall the bid security be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended in accordance with Section 28.2 of this IRR.

## **IX. RESPONSIBILITIES OF THE SECURITY AGENCY**

1. **Manpower Requirement:** The AGENCY shall provide a total of Forty Three (43) Guards, including two (2) security officers; two (2) lady guards to be assigned in the Manila Office.

To provide with such number of security guards who are properly trained, bonded, uniformed, armed and with the following

qualifications, in addition to those prescribed by the Government authority/authorities concerned:

- With good moral character and without any criminal or police record and no derogatory record;
- With valid license issued by Philippine National Police (PNP)/Supervisory Office on Security and Investigation Agencies (SOSIA) and Padpao;
- A high school graduate or an ex-serviceman;
- Weighing not less than 130 lbs.; not less than 21 years and not more than 50 years;
- For head guards, must be computer literate and capable of operating CCTV monitor system;
- Must have undergone training in handling firearms with appropriate certificate;
- Must have undergone training in handling emergency situations such as fire, earthquake, picket/strike, typhoon, bomb threat with appropriate certificate and; Not addicted to or dependent on prohibited drugs or intoxicating liquor.

The duties and responsibilities of security guards and manning schedule shown in Annex "B" is tentative and PTNI may increase or decrease the number of guards and their duration depending on the actual need at any given situation.

2. The AGENCY main office shall be within the National Capital Region;
3. The AGENCY agrees to efficiently implement and perform all the task and responsibilities as outlined for the purpose.
4. The AGENCY shall provide the PTNI a copy of the individual personnel profiles of the security guards to be assigned together with their technical qualifications and certificates of training after the receipt of Notice of Award.
5. The AGENCY shall provide the PTNI with the required number of security personnel as set forth in the Manpower Requirement. The number of guards may be increased or decreased upon mutual agreement by PTNI and AGENCY.
6. Should PTNI be in need of the services of additional security guards, the AGENCY shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of PTNI;
7. The AGENCY hereby warrants to make available at all times duly

trained and qualified relievers and/or replacements to ensure continuous services in case of absence of the assigned guard, and or exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours duty in a day:

8. The AGENCY shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observe by and upon notice or advice by PTNI;
9. There shall be no employer-employee relationship between the PTNI and the Security Guards;
10. Training, discipline and administration of the Security Guards shall conform to  
R.A. 5487 and its Implementing Rules and Regulations, and the rules and regulations of the Philippine National Police Supervisory Office for Security Investigation Agencies (PNP SOSIA)
11. No Security Guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of PTNI, whether he/she is on-duty or off-duty; Likewise, smoking by any of the security guard is strictly prohibited within the premises of the guarded compound of PTNI, whether he/she is on-duty or off-duty;
12. In case of emergency, such as outbreak of fire, occurrence of earthquakes and riots, the AGENCY shall provide the PTNI additional guards on reserve duty to augment and reinforce the security force thereat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;
13. The AGENCY shall submit to the PTNI, a bi-monthly report which indicates the significant occurrences during the period.
14. It is expressly agreed and understood that the guards of the AGENCY are not employees of PTNI and as such, PTNI shall not in any way or manner be liable or responsible for any personal injury or damage to properties, including death sustained by or caused to any of the AGENCY's guards assigned to the premises of the AGENCY during the performance of their duties. In implementing the contractual duties and responsibilities, the security guards of the AGENCY shall be under the direct supervision and control of the Head guard and administratively, the Head guard is to closely coordinate with the PTNI's designated officer who shall have administrative supervision and control of the AGENCY's guards and may give instructions pertaining to PTNI Policies, Rules and Regulations in accordance with law.

15. The AGENCY shall exert effort to prevent injury to PTNI's officials and employees and shall assume full responsibility for loss or damage to property that maybe suffered by PTNI as a result of theft, pilferage, robbery and trespass, but failure of PTNI to report in writing to the AGENCY the existence of loss or damage to PTNI's properties within forty-eight (48) hours of its occurrence or discovery, PTNI shall be considered to have waived its right to proceed against the AGENCY.
16. The AGENCY, however, shall assume no responsibility where such loss is due to force majeure, or to fortuitous events, negligence of the officers and employees of PTNI and where loss or damage occurs inside a closed office, building or compartment into which the AGENCY or its agents have no access.
17. The AGENCY, shall immediately respond to any emergency situations as stated in Emergency Plan "Annex D" .
18. The AGENCY shall hold PTNI free and harmless from any and all claims, actions, damages and/or actions of the AGENCY or its agents while supervising PTNI's property and premises as provided under this agreement.
19. The SECURITY SERVICE AGENCY shall be entitled to an adjustment of the stipulated Contract Price in the event that the minimum wage is increased with the issuance of National Wage Order or similar situation and it shall be understood the PTNI will not be held liable for unpaid wages if the security service agency fail to pay the security guards

## **X. RESPONSIBILITIES OF PTNI**

1. PTNI shall provide the AGENCY with the basic, necessary information of the properties of the Contract, as follows:
  - a. A security plans to define the deployment of guards and boundaries of specific and restricted areas.
  - b. An inventory of any or all materials, facilities, fixtures, and other physical properties of PTNI on site which shall be turned over to the AGENCY for security and protection.
  - c. The set of security guidelines and standard operating procedures that the AGENCY shall observe in the conduct of its affairs on the properties; and PTNI shall likewise furnish the AGENCY any further rules and/or policies that would be relevant to the conduct of its tasks.

d. A list of authorized PTNI officers whom the AGENCY shall coordinate with in the performance of its tasks.

**XI. TERMS OF BILLING**

PTNI shall be billed monthly and shall pay within fifteen (15) calendar days upon receipt of the statement of account from the winning bidder or the AGENCY, unless there shall be any points of verification needed in the processing of the payment. The statement of account or billing for the services rendered by the AGENCY shall always be supported by adequate and appropriate documents or receipts as stated in the Contract.

**XII. APPROVED BUDGET FOR THE CONTRACT**

The Approved Budget for the Contract is **EIGHTEEN MILLION NINE HUNDRED THOUSAND PESOS (P18, 900, 000.00) PER ANNUM** to be sourced from corporate funds and inclusive of VAT.

**XIII. BID EVALUATION**

During the Bid Evaluation the BAC, through its Secretariat, may ask in writing the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing.

**XIV. NOTICE TO PROCEED**

A notice to Proceed (NTP) shall be issued within seven (7) calendar days from date of approval of the contract by PTNI or which is not later than November 24, 2021

**“ANNEX A”**  
**BILL OF QUANTITIES**

*Instructions:* The schedule of Rate contains a list to which per guard rates are to be supplied by the Bidder.

No.	Area	No. of Guards	Rate per Month (Php)	Total Amount (Php)
<b>Main Office</b>				
1	Officer-In-Charge/NS Officer	2		
	Main Entrance	2		
	Main Lobby	2		
	DENR gate/Props Area	1		
	Studio C/Pathways Entrance	2		
	2 <sup>nd</sup> Floor Lobby/Time Card	1		
	3 <sup>rd</sup> Floor Lobby	1		
	Eng'g/Prov'l/Property/Clinic	1		
	Dispatching/Transmitter/Microwave/Camera Pool/Bldg and Grounds	2		
	Parking Areas (inside premises)	2		
	Parking Areas (along Visayas Avenue)	2		
	PCSO Lotto Draw /Shaw	1		
2	PTV Cordillera	3		
3	PTV- Cebu	2		
4	PTV Guimaras	2		
5	PTV Davao	2		
6	PTV Mindanao Media Hub	9		
7	PTV Naga	2		
8	PTV Cotabato	2		
9	PTV Zamboanga	2		
	<b>TOTAL</b>	<b>43</b>		

**EIGHTEEN MILLION NINE HUNDRED THOUSAND PESOS  
(P18,900,000.00)**

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2021 Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign for bids and on behalf of \_\_\_\_\_

## **“ANNEX B”**

### **BASIC MINIMUM REQUIREMENTS OF FIREARMS AND SECURITY EQUIPMENT/SUPPLIES TO BE USED**

The following shall comprise the Basic Equipment of a security guard which shall be made mandatory and ready for his/her use while performing his/her duties

- |     |  |   |                      |
|-----|--|---|----------------------|
| 1.  | Prescribed Basic Uniform                   | - | All Guards           |
| 2.  | Medical /First Aid kits                    | - | All Guards           |
| 3.  | Flash Lights                               | - | All Guards           |
| 4.  | Whistle                                    | - | All Guards           |
| 5.  | Night stick/baton                          | - | All Guards           |
| 6.  | Writing Pen/Notebook/Checklist             |   |                      |
| 7.  | Metal Detectors                            | - | Lobby guards         |
| 8.  | Under chassis mirror                       | - | Main gate            |
| 9.  | Hand Held radios                           | - | All guards           |
| 10. | Computer with printer/ Typewriter          | - | Guards Office        |
| 11. | Office supplies                            | - | Guards Office        |
| 12. | 9mm with bullets                           | - | All guards           |
| 13. | Shot gun with bullets                      | - | Main gate guards     |
| 14. | K – 9 (as requested)                       |   |                      |
| 15. | Devise for communication and documentation | - | lobby and head guard |

## **“ANNEX C”**

### **SECURITY PLAN (Manila Office)**

PTNI will have a Security Force composed of Nineteen (19) Security Guards, including Head Guard/OIC. Each Security Guard will work on a single twelve-hour shift, 7:00 AM to 7:00 PM for the first shift, and 7:00 PM to 7:00 AM for the second shift, except in areas where specific shift schedules will be imposed.

Security Guards for both shifts assigned in the dispatch of all Network vehicles shall accomplish the Dispatch Monitoring Form that will be provided by the Dispatcher-on-Duty.

Security Guards for first shift assigned in the Parking/Transmitter/Camera Pool/Dispatching News Building and Motorpool/Props areas/Studios shall perform roving duties within the vicinity and ensure the orderly parking of vehicles and protection of all the assets in these buildings and areas. The second shift Security Guards assigned within these areas shall also perform roving duties within this vicinity; close the door of Studio A leading to Props area; and ensure that vehicles are properly parked. After 6:00 PM, this door may only be opened in cases of emergency and on a case-to-case basis, e.g. during live studio programs or tapings, etc.

The Security Guard assigned in the Eng'g/Provincial Buildings/Property/clinic shall perform roving duties of these buildings and its vicinity and ensure the protection of all the assets in said buildings.

Security Guards assigned at the Main Gate shall inspect all outgoing and incoming vehicles. Trip tickets presented by vehicle drivers shall be checked as to time of departure/arrival, kilometer reading upon departure/arrival which shall be recorded on both Driver's and Guard's copy of the trip ticket, driver's name indicated on the trip ticket, and the signatures of the passengers on the trip ticket after each trip.

The Security Guard assigned at the PIA Exit shall check and inspect packages being brought in and out by employees/visitors.

The Security Guard assigned at the Exit Gate shall not allow passage of any vehicle or person without clearance and authority from DENR and PTNI officers.

The Security Guard assigned at the Third Floor shall keep all doors leading to the third floor and uplink monitored at all times incoming and outgoing personnel.

The Security Guard shall close but unlock the doors to fire exits at the Third Floor before the end of his tour of duty. Keys to entrance and exit areas, and all rooms at the third floor shall be turned over to the Guard-On-Duty at the Main Lobby.



The Third Floor shall be declared a Restricted Area after 9:00 PM. Only employees with written authority from their respective Division Managers shall be allowed within the area. The authorization shall be submitted to the Security Guard-On-Duty before 6:00 PM. Employees who seek access to the Third Floor after 8:00 PM shall present the written authorization and log in and out with the Guard-On-Duty at the Third Floor or First Floor. Also, authorization to sleep at any offices in the Main building must first be secured and approved by the Administrative Office and submitted to the guard on duty.

Security Guards assigned at all floors of the main building shall ensure that all the lights in all areas are turned-off for the day, including all the lights in the corridors/lobbies. Ensure that all electrical equipment such as televisions, computers are turned off and unplug before locking the offices.

## **SECURITY PLAN (Various Provincial Stations)**

**The Security Plan, Deployment and Shifting Schedule of Security Guards for Various Provincial Stations will be determined by the Provincial Station Managers in consultation with the Provincial Division Manager.**

### **SECURITY GUIDELINES AND STANDARD OPERATING PROCEDURES**

The Security Force of PTNI shall be composed of Nineteen (19) Security Guards for Manila Office, including two (2) Head Guards/Officers-in-Charge. Guarding duties shall be for 24 hours, 2-shift arrangement. Each Security Guard shall be assigned on a single, 12-hour shift. Special schedules may be imposed in certain areas in Manila Office. **Provincial Security Guards will observe a 12 hour shifts**

#### **A. SHIFTING SCHEDULE**

<b>First Shift</b>	-	7:00 AM to 7:00 PM
<b>Second Shift</b>	-	7:00 PM to 7:00 AM

#### **B. DEPLOYMENT (19 GUARDS) (MANILA OFFICE)**

<b>Officer-In-charge/NS Officer</b>	-	2
<b>Main Gate/Entrance</b>	-	2
<b>Main Lobby</b>	-	2

<b>DENR Gate/Props Area</b>	-	1
<b>Studio C/ Pathway Entrance-</b>	-	2
<b>2ND Floor Lobby/Time Card-</b>	-	1
<b>3rd Floor Lobby</b>	-	1
<b>Eng'g/Provincial Bldg/ Property/Clinic Area</b>	-	1
<b>Dispatching/Transmitter/Microwave</b>		
<b>Camera Pool/Bldgs &amp; Grds</b>	-	2
<b>Parking Area( Inside premises)</b>	-	2
<b>Parking Area( along Visayas Ave)</b>	-	2
<b>PCSO Lotto Draw/Shaw</b>	-	1

### **C. DUTIES AND RESPONSIBILITIES**

**THE MAJOR DUTY AND RESPONSIBILITY OF ALL SECURITY GUARDS IS TO MAINTAIN AND PROTECT THE SECURITY OF THE OFFICIALS AND EMPLOYEES OF PTNI, ITS BUILDINGS, PROPERTIES, INSTALLATIONS AND GENERAL VICINITY AND ITS PREMISES.**

**ALL SECURITY GUARDS ASSIGNED IN THE DISPATCH OF NETWORK VEHICLES SHALL ACCOMPLISH THE DISPATCH MONITORING FORM THAT WILL BE PROVIDED BY THE DISPATCHER-ON-DUTY. ALL VEHICLES SHALL BE INSPECTED UPON DEPARTURE AND ARRIVAL.**

#### **MAIN GATE GUARDS:**

1. Ensure that all employees are wearing the Office IDs.
2. Check/inspect all outgoing and incoming vehicles (PTNI, personal vehicles of employees and Visitors/Guests vehicles).
3. Check Trip Tickets presented by PTNI vehicle drivers, including the driver's name indicated on it.
4. Check passenger's signature which shall appear on the Trip Ticket after each trip.
5. Record time of departure/arrival.
6. Record kilometer reading of vehicles on both Driver's and Guard's copy of Trip Ticket upon departure/ arrival.
7. Check/inspect packages being brought in and out by employees/visitors.

#### **SIDE (PATHWAY) EXIT:**

1. Ensure that all employees are wearing the Office IDs.
2. Require all visitors to log in/out and wear Visitor's IDs.
3. Check/inspect packages being brought in and out by employees/visitors.

**LOBBY GUARDS:**

1. Ensure that all employees are wearing the Office IDs.
2. Require all visitors to log in/out and wear Visitor's IDs.
3. Inform first concerned officials/employees who have visitors before they are allowed to go to their offices/rooms.
4. Check/inspect packages being brought in and out by employees/visitors.
5. Record all PTNI equipment brought out for coverages, repairs, rental, etc. and check if the same is supported by a Property Gate Pass issued by the Administrative Division.

**SECOND FLOOR GUARDS:**

1. Monitor visitors/activities in the area.
2. Ensure that only authorized personnel are allowed access to restricted areas.
3. Ensure that all rooms without operations after sign-off are locked and properly secured.
4. Ensure that all lights and air-conditioning units are turned-off in all unoccupied rooms and corridors.
5. Ensure that all windows and fire exit are closed but unlocked.
6. Monitor the punching of timecards and logging in/out of all employees.

**THIRD FLOOR GUARDS:**

1. Monitor visitors/activities in the area.
2. Ensure that only authorized personnel are allowed access to restricted areas.
3. Ensure that all doors leading to the third floor ledge are kept locked at all times, and shall only be opened when there is a need for air-con technicians to check on the condition of air-con condensers.
4. Ensure that doors to fire exits are closed but unlocked.
5. Turn over keys to entrance and exit areas and all rooms at the Third Floor to Guard-On-Duty at the First Floor.
6. The Third Floor shall be declared a Restricted Area after 8:00 PM.
7. Ensure that only employees with written authority from their respective Division Managers shall be allowed within the area.
8. Ensure that all rooms without operations after 8:00 PM are locked and properly secured.
9. Ensure that all lights and air-conditioning units in unoccupied rooms are turned- off including electrical equipment.

**DISPATCHING/TRANSMITTER/NEWS BLDG. CAMERA POOL GUARDS:**

1. Monitor visitors/activities in the area.
2. Ensure that only authorized personnel are allowed access to restricted areas.
3. Ensure the orderly parking of vehicles.
4. Ensure the protection of all the assets of these buildings and Network vehicles.

**MOTORPOOL/PROPS AREA/STUDIOS GUARDS:**

1. Monitor visitors/activities in the area.
2. Ensure that only authorized personnel are allowed access to restricted areas.
3. Ensure the protection of all the assets of these areas.

**ENG'G/PROVINCIAL BLDGS/PROPERTY/CLINIC GUARDS**

1. Monitor visitors/activities in the area.
2. Ensure that only authorized personnel are allowed access to restricted areas.
3. Ensure the protection of all the assets of these buildings.

**HEADGUARDS/OFFICERS-IN-CHARGE/ROVING GUARDS:**

1. The Head guards/Officers-in-charge shall personally perform the roving from time to time.
2. The Roving guards shall ensure the protection of all the assets of the Network, its buildings and premises at all times
3. Monitor visitors/activities in the Network Building, all its buildings and premises.

**ALL SECURITY GUARDS ASSIGNED AT ALL FLOORS OF THE MAIN BUILDING SHALL SEE TO IT THAT ALL LIGHTS AND AIR-CONDITIONING.**

**UNITS IN ALL AREAS/ROOMS ARE TURNED-OFF, INCLUDING THE NEWS/ ENGR'NG/ PROVINCIAL BUILDINGS/ PROPERTY.**

**THE HEAD GUARDS/OFFICERS-IN-CHARGE SHALL PERSONALLY DO THE ROVING FROM TIME TO TIME AND SHALL ASSIGN A ROVING GUARD IN THE RESTRICTED AREAS AND IN THE PREMISES OF THE NETWORK.**

**D. GENERAL GUIDELINES**

1. Drinking of intoxicating liquor/beverages, using prohibited drugs, engaging in any form of gambling, and eating inside PTNI Building, News/Provincial Buildings or any of its building and premises, especially in the Studios and Control Rooms are **STRICTLY PROHIBITED.**
2. Employees under the influence of liquor or prohibited drugs **SHALL NOT BE ALLOWED INSIDE PTNI BUILDING OR ANY OF ITS BUILDINGS AND PREMISES.**
3. Daily Security/Incident Reports shall be filed with the

Administrative Division Manager, for appropriate action.

4. All Network equipment, cameras, etc. brought out of the Network building and premises shall be supported by **Property Gate Pass** issued by Property Section and approved by the Administrative Division Manager and/or authorized officer.
5. Check/inspect all packages being brought in and out by employees/visitors.
6. Bringing in of female visitors inside the Network Buildings and premises after the working schedule of employees is **STRICTLY PROHIBITED.**

## “ANNEX D”

### 1. EMERGENCY PLAN

Security Personnel are enjoined to act during disasters whether manmade or natural calamity. Below are the procedures to be followed:

#### a. **FIRE:**

Fire will develop when the three elements are present, known as the “triangle of fire” namely; fuel, heat and air. If one is absent the fire cannot exist. Fire also has three classifications; they are classified as Class A, B and C.

In our country, ABC is common causes of fire. Class “A” is made of combustible materials such as papers, wood, and the like. Class “B” is composed of flammable liquid such as gas, gasoline etc., while Class “C” is cause by electrical circuit.

Because of these classifications, manufacturers of fire extinguisher also manufacture three types of fire extinguishers. Modern fire extinguishers are already designed for the three classes of fire.

1. In case of fire, responding guard shall first determine the cause of fire. After determining, he/she shall use fire extinguisher intended for that classification of fire.

In using fire extinguisher the guard shall remember the word “PASS”, P-pull the pin, A-aim the nozzle, S-squeeze and S-sweep to the base of the fire until totally covered.

2. If the fire cannot be stopped, any of the guards on duty shall immediately sound the alarm/blow his/her whistle and initiate the following:
  - a) Call the nearest fire department.
  - b) Secure all entrance and exit doors and allow no one to enter the building except those authorized.
  - c) Open all emergency exits.
  - d) Identify and prepare safe place for evacuation and for temporary use by the patients/injured.
  - e) Observe any suspicious looking individual for possible identity of arson suspect.
  - f) Record the event of fire from time to time, e.g. color of smoke, speed of fire, location and the origin of fire. This will help fire investigators in locating possible evidences.
  - g) After the fire is contained, allow no one to enter the gutted building except those authorized after it has been declared safe by the fire experts.

**b. BOMB THREAT:**

Bomb threats are usually received through telephone. Experts say that 99 percent of which is negative and only one percent (1%) is positive. In this kind of situation precautionary measures shall be immediately initiated.

In case of bomb threat the following shall be initiated by the Security Force assigned at PTNI;

1. Security Force shall initiate coded music or sound that will alarm the security guards of a bomb threat. The purpose of which is to avoid panic among the people who are inside the building.
2. Security Supervisor/Head Guard shall:
  - a. Standby at the phones to receive calls, encourage the caller to talk, if possible ask the caller the location where the bomb is placed, and shall take note of the following:
    - i. The sex of the caller;
    - ii. Analyze if the caller is serious of what he/she said;
    - iii. The background noise heard at the other phone; and
    - iv. Other matters that will lead to identify/locate the caller.
  - b. Coordinate with the local law enforcement authorities and call the bomb disposal units. Inform also the fire department.
  - c. Tighten security measures by implementing luggage control and body frisking.
  - d. Cordon the place that is being identified by the caller where the bomb is possibly planted.
  - e. Effect the immediate search of the area if there is still enough time as can be determined from the last call of the caller.
  - f. If the bomb is found, do not touch it. Cordon the area, since we cannot be assured of tiny wires that may lead to the bomb explosion.
  - g. Survey the area and determine extent of possible damage and the number of people that may be injured/reached by the explosion.
  - h. If the bomb squad expert already defused the bomb, effect a search for the second time to clear the area before allowing anybody to enter the place.

**c. TYPHOONS:**

Typhoons can be known/ monitored through news reports. This kind of calamity may cause the loss of properties and even lives. Security personnel must follow these instructions:

1. Observe the surroundings and detect possible danger from falling tree branches or any object placed on a higher ground.
2. If the area is flooded or water level increased, check if the electrical plug can be reached by water, if so, inform the its duly authorized representative to switch off the power line.
3. Prepare all emergency lights for possible power cut-off.
4. Locate possible place for evacuation in case the situation will worsen.
5. Monitor any radio/television news report to be updated of the situations.
6. Contact Security Agency Headquarters for eventualities, if needed.
7. After the typhoon, request he duly authorized representative to inspect all electrical lines especially plugs in the lower level for possible damages.

**d. REPORTED LOSS and INCIDENT OF THEFT/ROBBERY CASES:**

The Head Guard/Supervisor shall:

1. Upon receipt of a complaint from client for loss of properties, immediately proceed to the scene of the crime for possible preservation and recovery of traces of evidence.
2. If possible photograph the scene, but do not touch anything.
3. List down personnel present during the discovery of the loss.
4. Conduct initial inquiry to informant and other personnel that may have knowledge about the case.
5. Summon assistance from agency investigators if the need arises.
6. Blotter the incident with the nearest Police Station that has jurisdictions over the place.
7. Prepare Incident Report and submit the same to the ATFS for proper coordination as well as for the security agency to conduct a parallel investigation of the case if ever the Police or other law enforcement agencies have already taken up the initiative.



**e. PICKET/STRIKE**

In the event of any projected strike or work stoppage in the office, the Head Guard and Security Officers of the Security agency are enjoined to do the following courses of action:

Pre-strike procedure:

1. Exert their utmost effort to distract any possible plans that the striking group/union contemplates to undertake.
2. Gather information on the demands and complaints of Labor Union against the management. Collect possible issues, points of compromise advanced by management, the attitude of the labor and management and the number of persons/sympathizers of the striking group.
3. Determine whether the impending strike is purely the result of a legitimate labor dispute or merely a front to create commotion and discontent.
4. Conduct a reconnaissance of the whole areas to be covered by PNP and security personnel, plan probable troop disposition, and screen personnel to be utilized for duty in case the strike is staged.

On-going Strike:

1. Notify management or its authorized representatives.
2. Keep in constant contact with Management for further instruction.
3. Request for additional security guards to enforce perimeter guards to prevent possible looting, sabotage and vandalism.
4. Coordinate with management regarding the need for detail of policemen at the strike area to maintain peace and order. A must, arrange with the management for subsistence and allowances and such other logic needs as may be required.

**f. TRAFFIC PLAN FOR NORMAL AND EMERGENCY SITUATION:**

1. For normal situation, the normal procedures shall apply for the traffic enforcement and procedures being carried out by the management of PTNI as well as the contracted agency in the area.
2. For emergency situation like a demonstration or rally being held within the premises or compound of PTNI, the management in close coordination with the security personnel shall initiate action that will preempt a condition of chaos or mob in the area. For instance, at the request of the PTNI management the security force shall immediately dispatch a number of men to control the crowd especially those who shall want to enter deliberately the compound in order to sow chaos and disorderly conduct and analyze the operation of the various offices of PTNI.

3. During emergency situations, all off-duty guards shall be utilized to help in the on-going disturbances that will primarily depend on the number of persons available for help.
4. This emergency force or augmentation force shall be under the supervision of the Security Officer.
5. Prior to posting of guards at PTNI, in the event, a winning bidder has been announced, the award for security services shall normally give briefings on how to operate a power generator in case of power failure.
6. Head Guard and guards shall coordinate with the duly authorized personnel in case of power failure especially if the nature is sabotage.
7. Guards shall be equipped with flashlights in order to render immediate assistance relative to guiding the employees in egress out of the dimly lighted building and offices to temporarily give them relief from too much heat and exhaustion brought by low supply of ventilation due to power failure.

**g. HOSTAGE SITUATION:**

Hostage situation is a complicated case, so we normally course the handling of the case to an expert of the PNP or other law enforcement agencies with expertise in this kind of situation. However, the guard in the area of responsibility facing this kind of situation can help by doing the following things:

1. The guard shall immediately notify the nearest PNP unit of hostage situation for immediate help and inform also the PTNI management thru the Head of General Services.
2. The guard must keep the line of communication open for the hostage taker and if necessary the hostage victim in order to determine the motive and purpose of the hostage taker.
3. Guard must avoid being reckless and avoid any confrontational approach with the suspect.
4. Guard on duty must not allow other people to intervene with the situation because of the possibility of making the situation much worse. Remember they are not experts in Crisis Management. Wait until the arrival of the PNP Team.
5. Guard must coordinate with the Law Enforcement and Crisis Management Team for any information that will be of value to the responding team.

**h. COUP DE' ETAT:**

1. This is a situation of national security concern. The guard on duty must immediately inform the PTNI management and sound the alarm call

for emergency situation thru the use of his/her radio communication. He/ She shall also immediately relay the message of concern to his/her supervisors.

2. The PTNI management must have a special course of action in evacuating its personnel.
3. In case the rebel group has intruded the perimeter of PTNI, the guard on post and all available off duty guards and officers shall immediately wait for the supervision of the PNP and by nature is a Para-military unit, it can therefore be activated by the higher headquarters to act and support the AFP in times of emergency.

#### **i. EARTHQUAKES:**

Earthquakes are natural hazards and they cannot be predicted as of now, therefore, our priority concern here is set in place procedures of how we can help prevent the damage to a minimum level:

1. During earthquakes one must remain calm and avoid panic.
2. Stay away from electrical cables and wires because this might explode and can cause you electrical shock.
3. If necessary stay under the table or anything that shall give your head ample protection from falling debris.
4. Guard on post must immediately assist to the best of his/her ability to protect and evacuate to a safer area the concerned officials and employees of PTNI.
5. Assist/Send employees hurt in the course of the quake to a nearest hospital.
6. Search for other persons left in the building after evacuation and report all damages of properties and injured persons to the Head of General Services as well as to the security agency.

In case of emergencies, man-made or natural, liaison and coordination shall be with the local civil authorities, police and fire departments. Contact security agency headquarters if additional back-ups are needed.

#### **OTHER SERVICES:**

The security agency on its account shall provide additional services to the PTNI , free of charge, namely:

1. Nightly inspection of the guards on post by designated agency inspectors;
2. Investigation of reports on security agency personnel irregularities in connection with their service/work, including investigation on reported losses. This task is handled by security agency investigators duly accredited by the PNP-SAGSD (former SOSIA);

3. Conduct of a bi-monthly Troop Inspection and Education (TIE) of the security guards to acquaint them on policies, rules and regulations of PTNI;
4. Provide in-service training program and regular/continuous training/seminars of security personnel;
5. Conduct by the security specialist of the security agency of a periodic review on the Security Risk Assessment of the detailed Detachment Commander, to evaluate the existing security measures and provide recommendations in case there is a need to change the security system; and
6. In coordination with the law enforcement agencies, provide a continuous intelligence networking by soliciting/gathering of information from within the areas to detect any criminals operating near the said areas.

This security plan shall take effect immediately after a security agency shall have been awarded the contract and the Notice to Proceed rendering the security services for the PTNI.

## ***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.

<b>Item</b>	<b>Description/Particular</b>	<b>Quantity</b>	<b>Delivery</b>
1	PROVISION OF SECURITY SERVICES OF PEOPLE'S TELEVISION NETWORK, INC. (PTNI) MANILA OFFICE AND ITS PROVINCIAL STATIONS	1 Lot	The Contract will be for a period of one (1) year period commencing from November 24, 2021 to November 23, 2022 or on the day on the receipt of then Notice to Proceed (NTP), whichever is later.

## *Section VII. Technical Specifications*

<b>Item</b>	<b>Specification/ Description</b>	<b>Statement of Compliance</b>
1	The AGENCY shall provide a total of Forty Three (43) Guards, including two (2) security officers; two (2) lady guards to be assigned in the Manila Office as stated in "Annex A" in the Term of Reference.	
	The AGENCY main office shall be within the National Capital Region;	
	The AGENCY shall provide the Additional Eligibility Requirements: Preliminary Documents, Legal Documents, Technical Documents, Financial Component	
	The AGENCY shall provide all the necessary firearms, equipment and supplies stated in "Annex B" in the Term of Reference.	
	The AGENCY shall abide with the Security Plan stated in "Annex C" in the Term of Reference	
	The AGENCY must provide immediate response in case of emergency cases stated in "Annex D" in the Term of Reference	

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

The following templates of forms are provided for easy reference, attached hereto as Section X, which may also be accessed through this link: <https://www.gppb.gov.ph/downloadables.php>:

## **I. TECHNICAL COMPONENT ENVELOPE**

### ***Class “A” Documents***

#### **Legal Documents**

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

#### **Technical Documents**

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

## Additional Documents

### Preliminary Documents

- (j) Letter of intent
- (k) Company profile which shall contain the following information:
  - Number of years in business (5 years and above);
  - Names and nationality of the officers, partners or owners, as the case may be
  - Name, address, location and sketches of the main office.
- (l) Board resolution or written authorization by the managing partner or owner stating the authorized representative/s who will represent the agency during the entire period of this particular bidding.
- (m) Certification authorizing the Bids and Awards Committee to verify the authenticity of any of the information/documents submitted for eligibility check which certification must be signed by any responsible corporate official, managing partner or proprietor, as the case may be.

### Legal Documents (Additional)

- (n) Registration Certificate and/or Certificate of Good Standing from Philippine Association of Detective and Protective Agency Operators, Inc (PADPAO);
- (o) Valid License to Operate Security Agency issued by PNP-SOSIA;
- (p) Clearance/Certificate of compliance with the statutory obligations from the NCR and regional offices of the National Labor Relations Commission (NLRC) where the PTNI Regional offices are stationed and the Department of Labor and Employment (DOLE) where the main office of the Security Agency based covering the period of at least one (1) year preceding the deadline for the submission of bids. If in the event there are pending or adverse decisions relative to the preceding paragraph, a list of the cases and copies of the adverse decisions will be submitted.
- (q) Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PAG-IBIG, PHILHEALTH and SSS at least one (1) year preceding the deadline for the submission of bids;
- (r) Notarized statement by any responsible corporate official, managing partner or proprietor that the agency is not “blacklisted” or barred from bidding by the government or any of its agencies, offices, corporations or LGU’s including non-inclusion in the consolidated blacklisting report issued by GPPB.
- (s) List of all pending labor, civil, administrative or criminal cases filed by or against the officers, partners or owner of the agency or a statement that the firm, partnership or owner has no such pending cases.
- (t) Latest Certification issued at least (1) month before the submission of bids, from the PNP and the PADPAO that the agency is not included in the master list of the blacklisted/suspended security service agencies.
- (u) Articles of Incorporation, Partnership or Cooperative, whichever is applicable, including amendments thereto, if any
- (v) Organizational Chart of the Security Agency;
- (w) List of Key Officials of the Security Agency with at least one official with a title of Certified Security Personnel

### Technical Documents (Additional)

- (x) List of types and number of firearms, ammunition and security equipment



that the firm, partnership or owner owns, has under lease, and/or has under purchase agreements, if any. See list of basic firearms and security equipment and supplies in “Annex “B””; with attached proof of ownership and/or certificate of Registration and/or permits and licenses;

- (y) Manual of operations/company rules and regulations on the following:
- Recruitment of personnel;
  - Salaries of personnel;
  - Duties/functions/responsibilities of Personnel.
  - Attendance/leave credits;
  - Performance standards; Trainings attended preferably TESDA (If applicable)
  - Sanctions for violation of company rules and regulations;
- (z) An undertaking under oath, that the guards will be paid the wages and allowances not lower than the minimum amount prescribed by the PADPAO and/or not lower than the standard salaries and benefits for the guards prescribed by the Labor Code and the mandated taxes in the minimum cost distribution formula without being charged of cut-throat competition, in accordance with the Rules for the Procurement of Goods under Republic Act No. 9184 (R.A. 9184); and that the regulations concerning the compulsory and immediate remittances of SSS, Philhealth, PAG-IBIG, State Insurance Fund Contributions and Withholding Taxes to the BIR will be strictly complied.
- (aa) Technical Parameters
1. Stability
    - Years of Experience
    - Liquidity of the Contractor
    - Organizational Set-up
  2. Resources
    - No. of Licensed Firearms
    - No. of Kind of Communications Devices
    - No. of Kind of Motor Powered Vehicles
    - No. of Licensed Guards
  3. Security Plan
  4. Other Factors
    - Recruitment and Selection Criteria
    - Completeness of Uniforms and Other Paraphernalia

Financial Documents

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

- ☐ (dd) 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**

- ☐ (ee) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (ff) Original of duly signed and accomplished Price Schedule(s).

***Additional Document***

- ☐ (gg) Bill of Quantities using the provided form in Annex “A” to be include in the Financial Component Envelope.

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

- ☐ (hh) *[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.
- ☐ (ii) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

## ***Section IX. Forms***

GPPB Resolution No. 16-2020 Annex “A”, Circular 04-2020, Section 5.3 states that, Bidders are highly encouraged to use the templates provided to minimize errors or omissions in the forms submitted. However, failure to use said templates is not a ground for disqualification, provided that the form submitted includes all the mandatory provisions required in the 2016 revised IRR of RA No. 9184 and its associated issuances and as identified in Item 6 of this Circular.

### “Item 6.0 MANDATORY PROVISIONS OF REQUIRED FORMS

6.1. The Required Forms to be submitted by Bidders shall contain the following:

Required Forms	Mandatory Provisions
a. Bid Form	<ul style="list-style-type: none"> <li>i. Bid prices in figures and in words; and</li> <li>ii. The Bid price shall include the cost of all taxes, such as, but not limited to, value added tax, income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the price schedule or detailed estimates.</li> </ul>
b. Price Schedule	<p>Prices indicated in the Price Schedule shall be entered separately in the following manner:</p> <ul style="list-style-type: none"> <li>i. For Goods offered from within the PE’s country:               <ul style="list-style-type: none"> <li>1. The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);</li> <li>2. The cost of all sales and other taxes already paid or payable;</li> <li>3. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and</li> <li>4. The price of other (incidental) services, if any.</li> </ul> </li> <li>ii. For Goods offered from abroad:               <ul style="list-style-type: none"> <li>1. The price of the Goods shall be quoted Delivered Duty Paid with the place of destination in the Philippines;</li> <li>2. The price of other (incidental) services, if any; and</li> <li>3. For Services, based on the form which may be prescribed by the PE, in accordance with existing laws rules and</li> </ul> </li> </ul>

	regulations.
c. Bid Securing Declaration	<ul style="list-style-type: none"> <li>i. Bidder shall enter into contract with the PE and furnish the required performance security within ten (10) calendar days, from receipt of the Notice of Award; and</li> <li>ii. Bidder accepts that: <ul style="list-style-type: none"> <li>1. It shall be automatically disqualified from bidding for any procurement contract with any PE for a period of two (2) years upon receipt of the Blacklisting Order; and</li> <li>2. It will pay the applicable fine provided under the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the PE for the commission of acts resulting to the enforcement of the Bid Securing Declaration under the pertinent provisions of the IRR of RA No. 9184, and its associated issuances.</li> </ul> </li> </ul>
d. Omnibus Sworn Statement	<ul style="list-style-type: none"> <li>i. 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 to participate, submit the bid, and to sign and execute the ensuing contract accompanied by relevant notarized document;</li> <li>ii. Bidder is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or local government units, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB, <b>by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting. [NEW]</b></li> <li>iii. 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;</li> <li>iv. Bidder authorizes the HoPE or his/her duly authorized representative/s to verify all the documents submitted;</li> <li>v. Bidder complies with the disclosure provision under Section 47 of RA No. 9184 and its 2016 revised IRR, in relation to other provisions of RA No. 3019;</li> </ul>

	<ul style="list-style-type: none"> <li>vi. Bidder complies with existing labor laws and standards;</li> <li>vii. Bidder complies with the responsibilities of a prospective or eligible bidder provided in the PBDs;</li> <li>viii. Bidder did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any Procurement Project or activity; and</li> <li>ix. <b>In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code. [NEW]</b></li> </ul>
j. Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started	<ul style="list-style-type: none"> <li>i. Names of outstanding contracts with other contracting party, i.e., PE or private company allowed by the rules, contract date, period and amount or value; and</li> <li>ii. For Goods, kinds of Goods and dates of delivery.</li> </ul>
k. Statement of the Bidder's SLCC similar to the contract to be bid	<ul style="list-style-type: none"> <li>i. Name of the completed contract with contract date, period and amount, which should correspond to the required percentage of the ABC to be bid. The value is adjusted to the current prices using the Philippine Statistics Authority consumer price indices, when necessary;</li> <li>ii. For Goods, the relevant period or delivery date when the said SLCC was completed; end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed; and</li> <li>iii. Definition or description of the similar project or major categories of work.</li> </ul>
m. Bidder's Computation of NFCC or committed Line of Credit (CLC) for Goods	<ul style="list-style-type: none"> <li>i. For NFCC Computation: <ul style="list-style-type: none"> <li>1. ABC to be bid;</li> <li>2. Amount or value of bidder's current assets based on Audited Financial Statements (AFS);</li> <li>3. Amount or value of bidder's current</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>liabilities based on AFS; and</li> <li>4. Amount or value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.</li> </ul> <p>ii. For CLC:</p> <ul style="list-style-type: none"> <li>1. ABC to be bid;</li> <li>2. Amount, which should be at least equal to ten percent (10%) of the ABC; and</li> <li>3. Name of issuing foreign Universal or Commercial Bank, as confirmed or authenticated by a local Universal or Commercial Bank</li> </ul>
n. Joint Venture Agreement (JVA) or Notarized Statements as to forming JV for Goods	<ul style="list-style-type: none"> <li>i. If a JVA is already in existence, the contents shall include the responsibility of each of the JV partners or its contributions to the JV; and</li> <li>ii. The contents of the Notarized Statements from all potential JV partners shall include that: <ul style="list-style-type: none"> <li>a. they will enter into and abide by the provisions of the JVA in the event that the bid is successful; and</li> <li>b. failure to enter into JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.</li> </ul> </li> </ul>
o. Certification as to reciprocity to foreign bidders for Goods	Foreign bidder claiming eligibility based on its country's extension of reciprocal rights to Filipinos shall submit 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/product.

See GPPB Circular No. 04-2020 for further details:

<https://www.gppb.gov.ph/issuances/Circulars/GPPB%20Circular%20No.%2004-2020.pdf>

## **Bid Securing Declaration Form**

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

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

---

**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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	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 Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8)	Total Price delivered Final Destination  (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

NOTE: under Sec 32.2.1 (a) of RA9184 "Unless the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. **Bids not addressing or providing all of the required items in the Bidding Documents 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) or dash (-) for the said item would mean that it is being offered for free to the Government "**

# *Price Schedule for Goods Offered from Abroad*

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

## *For Goods Offered from Abroad*

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place  (specify border point or place of destination)	Total CIF or CIP price per item  (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

NOTE: under Sec 32.2.1 (a) of RA9184 "Unless the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. **Bids not addressing or providing all of the required items in the Bidding Documents 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) or dash (-) for the said item would mean that it is being offered for free to the Government "**

