

Republic of the Philippines  
**TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY**  
Region IX, Zamboanga Peninsula  
**ZAMBOANGA SIBUGAY POLYTECHNIC INSTITUTE**  
Kabasalan, Zamboanga Sibugay  
*Asia Pacific Accreditation & Certification Commission (APACC)-Silver Level*

# **PHILIPPINE BIDDING DOCUMENTS**

## **PROVISION OF SECURITY SERVICES**

February 1, 2021 – December 31, 2021

**Public Bidding No. ZSPI-IX-2020-001**

**Sixth Edition**

# Preface

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

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

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

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

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Project.
- (b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. The final documents should contain neither blank spaces nor options.
- (c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- (d) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

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

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

## Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>1</b>
<b>Section I. Invitation to Bid.....</b>	<b>4</b>
<b>Section II. Instructions to Bidders.....</b>	<b>6</b>
1.    Scope of Bid .....	6
2.    Funding Information.....	6
3.    Bidding Requirements .....	6
4.    Corrupt, Fraudulent, Collusive, and Coercive Practices.....	6
5.    Eligible Bidders.....	6
6.    Origin of Goods .....	7
7.    Subcontracts .....	7
8.    Pre-Bid Conference .....	8
9.    Clarification and Amendment of Bidding Documents .....	8
10.   Documents comprising the Bid: Eligibility and Technical Components ....	8
11.   Documents comprising the Bid: Financial Component .....	8
12.   Bid Prices .....	9
13.   Bid and Payment Currencies .....	10
14.   Bid Security .....	10
15.   Sealing and Marking of Bids .....	10
16.   Deadline for Submission of Bids .....	11
17.   Opening and Preliminary Examination of Bids .....	11
18.   Domestic Preference .....	11
19.   Detailed Evaluation and Comparison of Bids .....	11
20.   Post-Qualification .....	12
21.   Signing of the Contract .....	12
<b>Section III. Bid Data Sheet .....</b>	<b>14</b>
<b>Section IV. General Conditions of Contract.....</b>	<b>17</b>
1.    Scope of Contract .....	17
2.    Advance Payment and Terms of Payment .....	17
3.    Performance Security .....	17
4.    Inspection and Tests .....	17
5.    Warranty .....	18
6.    Liability of the Supplier .....	18
<b>Section V. Special Conditions of Contract .....</b>	<b>19</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>23</b>
<b>Section VII. Technical Specifications .....</b>	<b>25</b>
<b>Section VIII. Bidding Forms.....</b>	<b>29</b>

# *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)

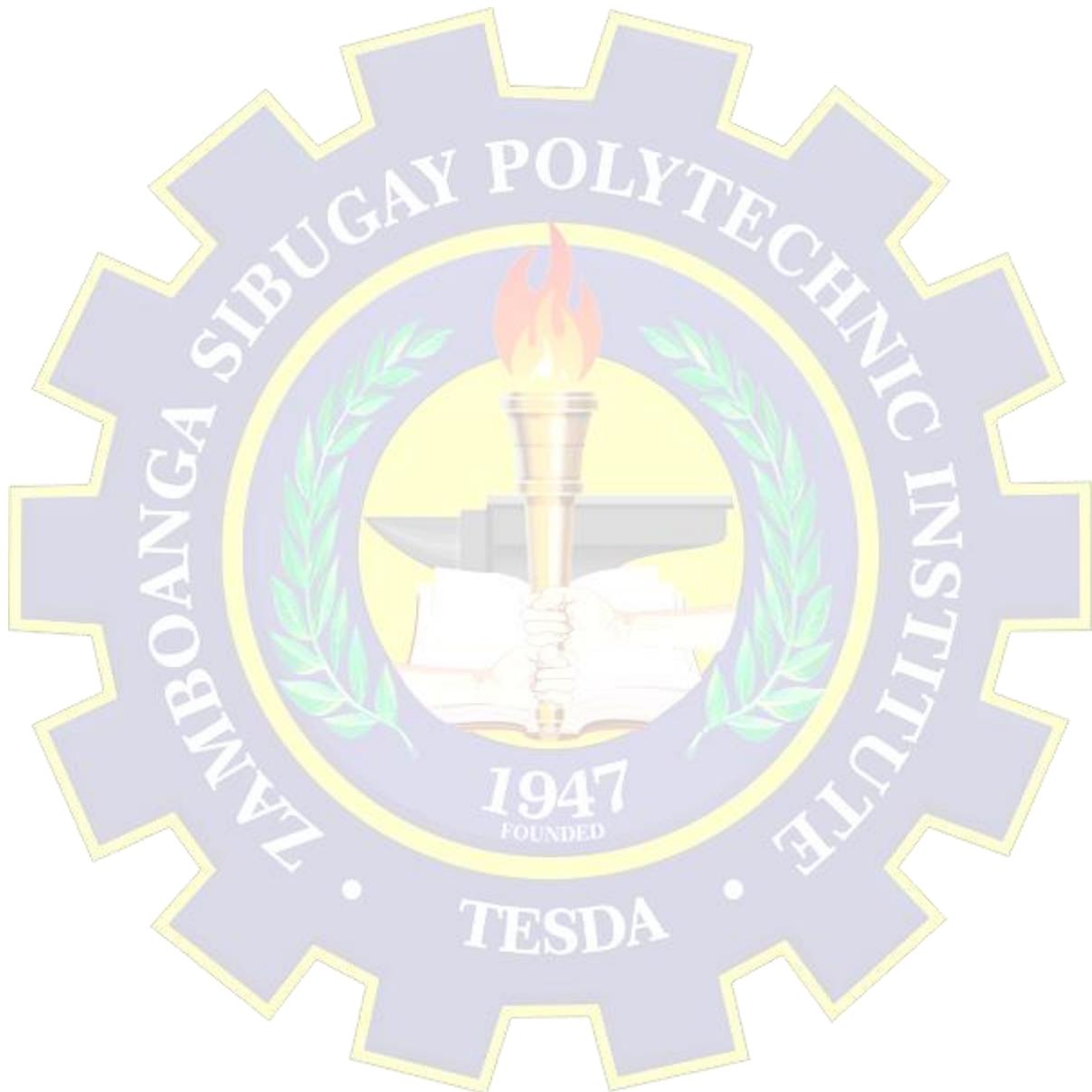
**SEC** – Securities and Exchange Commission.

**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.

**ZSPI**- Zamboanga Sibugay Polytechnic Institute



## SECTION I. INVITATION TO BID

### PROVISION OF SECURITY SERVICES 2021

1. The Zamboanga Sibugay Polytechnic Institute (ZSPI) formerly Kabasalan Institute of Technology (KIT) – TESDA IX, through the General Appropriations Act, intends to apply the sum of **Nine Hundred Twenty Three Thousand Six Hundred Ninety Two Pesos (Php 923,692.00)** to payment under the contract for **Security Services CY 2021**, being the Approved Budget for the Contract (ABC). Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. Zamboanga Sibugay Polytechnic Institute (ZSPI) now invites security providers to apply for eligibility and to bid for the hereunder project:

Name of Project	:	Security Services
Project Duration	:	February 1, 2021 to December 31, 2021)
Personnel Requirements	:	5 – Security Guards Two (2) Security Guard for 6:00am - 2:00 pm One (1) Security Guard for 2:00pm - 10:00 pm Two (2) Security Guard for 10:00pm - 6:00 am
Location	:	Zamboanga Sibugay Polytechnic Institute (ZSPI), FL. Peña, Kabasalan, Zamboanga Sibugay
ABC	:	Php 923, 692
Pre-Bid Conference	:	December 14, 2020
Deadline of Submission	:	December 28, 2020 @ 5:00 pm
Opening of Bids	:	December 29, 2020 @ 9:00 am
Price of Bidding Documents (Non-Refundable)	:	Php 500.00

3. The ZSPI now invites bids for the above Procurement Project. Delivery of the Goods is required by February 1 to December 31, 2021. Bidders should have completed, within two (2) 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).
4. Bidding will be conducted through open competitive bidding procedure using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

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

5. A complete set of Bidding Documents may be purchased by interested Bidders beginning on December 7, 2020 from 8:00 am to December 28, 2020 5:00 pm (except Saturdays, Sundays and Holidays) from the address above-mentioned and upon payment of a non-refundable fee of Five Hundred Pesos Only (Php 500.00) for the Bidding Documents.

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

6. The ZSPI will hold a Pre-Bid Conference on December 14, 2020 at 9:00 am at the ZSPI APACC Room, F.L. Peña, Kabasalan, Zamboanga Sibugay, and/or through video conferencing or webcasting via google meet, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below. 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 Instruction to Bidders Clause 14 of the Bid Documents.
9. Bid opening shall be on December 29, 2020 at 9:00 am at ZSPI APACC Room, Kabasalan, Zamboanga Sibugay and/or through video conferencing or webcasting via google meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. All particulars relative to the Eligibility Statement and Screening, Bid Security, Performance Security, Pre-Bidding Conference, Evaluation of Bids, Post-Qualification and Award of Contract shall be governed by the pertinent provisions of Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.
11. All Bids shall be addresses to:  
**ROMEE A. TAMSI**  
BAC Chairperson  
ZamboangaSibugay Polytechnic Institute  
F.L. Peña, Kabasalan, ZamboangaSibugay
12. The ZSPI 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.
13. For further information, please refer to:  
**ZAITON N. SUMPO**  
BAC Secretariat  
ZamboangaSibugay Polytechnic Institute  
Kabasalan, ZamboangaSibugay  
**kit knvs@yahoo.com.ph**
14. You may visit **[http://zspi-tesda.com/transparency\\_documents1.html](http://zspi-tesda.com/transparency_documents1.html)** for downloading of Bidding Documents.

04 December, 2020

**ROMEE A. TAMSI**  
BAC Chairperson

## Section II. Instructions to Bidders

### A. General

#### 1. Scope of Bid

The Procuring Entity, **Zamboanga Sibugay Polytechnic Institute** wishes to receive Bids for the “**Provision of Security Services CY 2021**” under a Framework Agreement}, with identification number **ZSPI-IX-2020-001**.

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

#### 2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2021 in the amount of Nine Hundred Twenty Three Thousand Six Hundred Ninety Two ( Php 923, 692.00).

2.2. The source of funding is: GOCC and GFIs, the proposed Corporate Operating Budget.

#### 3. Bidding Requirements

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

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

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

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

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

#### 5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]*The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

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

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within two (2) 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 12. Bid Prices

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

- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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

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

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

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 April 28, 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

### **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**.

16.2 For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

## 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.

18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## 19. Detailed Evaluation and Comparison of Bids

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

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

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

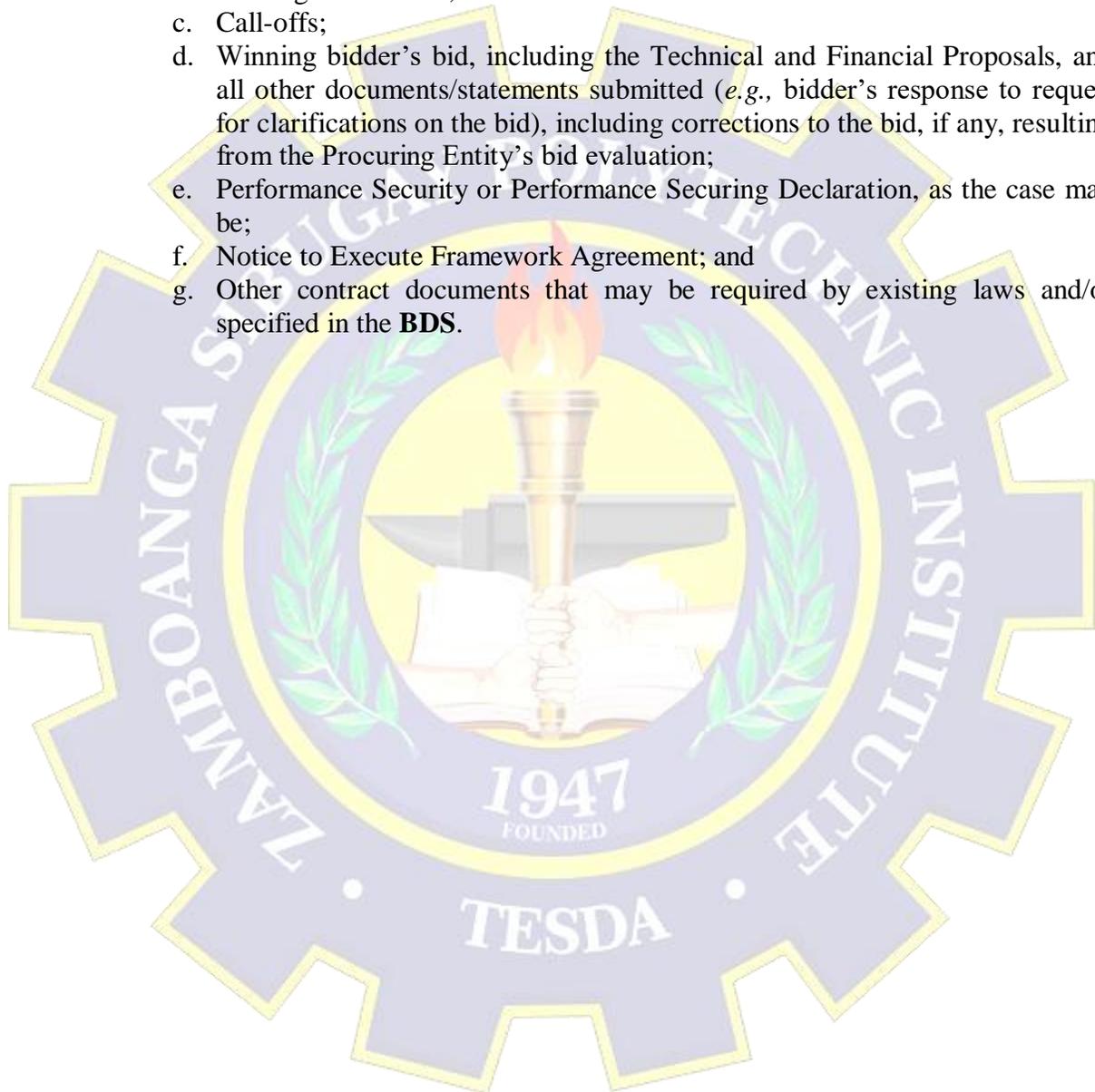
- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the

procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

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

21.5. The following documents shall form part of the Framework Agreement:

- a. Framework Agreement Form;
- b. Bidding Documents;
- c. Call-offs;
- d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.



## Section III. Bid Data Sheet

### Bid Data Sheet

ITB Clause	
1	<p>The Procuring Entity is <b>ZamboangaSibugay Polytechnic Institute</b> (formerly Kabasalan Institute of Technology)</p> <p>The bidding shall be for the <b>“Provision of Security Services for the period of February 1, 2021 to December 31, 2021”</b> as specified in Section VI (Schedule of Requirements) and Section VII (Technical Specifications).</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the <b>General Appropriations Act (GAA) CY 2020</b> in the amount of <b>Nine Hundred Twenty Tree Thousand Six Hundred Ninety Two Pesos (Php 923,692.00)</b></p>
5.3	<p>The company/corporation should be in the business for at least five (5) years from the date of opening of bids.</p> <p>The bidder must have completed, two (2) years prior to the submission, a single contract that is similar to the Project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid. Such contract must be part of, or included in, the Statement under Item 12.1(a)(iii) Statement of all ongoing and completed government and private contracts awarded but not yet started.</p>
7	Subcontracting is not allowed.
8	The Procuring Entity will hold a pre-bid conference for this Project on <b>December 14, 2020 at 9:00AM at the ZSPI APACC Room, F.L. Peña, Kabasalan, ZamboangaSibugay.</b>
10.2	<p>The bidder’s SLCC similar to the contract to be bid should have been completed within the last five (5) years prior to the deadline for the submission and receipt of bids.</p> <p>The statement of all ongoing contracts and awarded but not yet started contracts which may or may not be similar to the project as of the day before the deadline of submission of bids.</p> <p>Bidders shall submit separate statements for (1) single largest similar completed contract/s; similar to be bid and (2) all on-going contracts and awarded but not yet started contracts.</p> <p>Attached as Annexes “D” and “E” in Section VIII. Bidding Forms are the standard forms for this requirement including the instructions and guidelines in the accomplishments of said forms.</p>
11	The ABC is Php 923,692.00. Any bid with a financial component exceeding this amount shall not be accepted.
12.2	Bid Prices shall be fixed. Adjustable price proposals shall be treated as non-responsive and shall be rejected.
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> <p>a. The amount of not less than Php 18,473.84 if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of</p>

	<p>credit; or</p> <p>b. The amount of not less than Php 46,184.60 if bid security is in Surety Bond.</p> <p>The bid security in the form of cashier's/manager's check shall be payable to <b>ZAMBOANGA SIBIGAY POLYTECHNIC INSTITUTE.</b></p>
14.2	<p>Bids will be valid until 120 calendar days <b><u>from the date of the opening of bids.</u></b></p>
15	<p>Each Bidder shall submit <b>one (1) ORIGINAL and two (2) copies</b> of the Technical Component and Financial Component described in ITB Clause 15. This shall be sealed and marked as follows:</p> <p>Original Technical Component sealed in one (1) envelope and marked as <b>“ORIGINAL TECHNICAL COMPONENT”.</b></p> <p>Original Financial Component sealed in one (1) envelope and marked as <b>‘ORIGINAL FINANCIAL COMPONENT</b></p> <p>The duplicate – <i>i.e. copy 1</i>, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1 need not contain photocopies of the same.</p> <p><b>All documents shall organized as prescribed under Sealing and Marking of Documents</b></p>
16	<p>The address for submission of bids is:</p> <p><b>Romee A. Tamsi</b>  Chairperson, BAC  Zamboanag Sibugay Poltechnic Institute  F.L. Peña, Kabasalan,  ZamboangaSibugay</p> <p>The deadline for submission of bids is <b>December 28, 2020 at 5:00 pm</b></p>
17	<p>The place of bid opening is:</p> <p><b>ZSPI APACC Room</b>  <b>Kabasalan, ZamboangaSibugay</b></p> <p>The date and time of bid opening is <b>December 29, 2020 at 9:00am.</b></p> <p>During the opening of bids, only the authorized representative shall be allowed to assist in the opening of bids. In case the authorized representative is not present, any representative of the authorized representative may be allowed to assist in the opening of bids provided that a separate written authorization from the authorized representative shall be presented for the purpose. Provided that the authorized representative is duly authorized to issue such further authority and the same is reflected in the Board Resolution and/or Secretary's Certificate.</p>
19.3	<p>All items will be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</p> <p>The goods shall be grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
20.2	<p>For purposes of Post-qualification the following document(s) shall be required:</p> <p>1. Authenticated photocopy of Valid License to Operate issued by PNP Security Agencies and Guards Supervision Division (SAGSD)</p>

2. Authenticated photocopy of Certificate of Membership and Registration with the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO)
3. Authenticated photocopy of License issued by the appropriate government agencies required under items 1 and 2 of Section VI. Schedule of Requirements
4. Organizational Chart
5. Proof completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such but not limited to the following: (a) Contract/s or Purchase Order/s; (b) Corresponding Sales Invoice/s; (c) Official Receipts/Collection Receipt; and (d) Certificate of Satisfactory Completion.
6. Submission of pieces of evidence as proof of compliance with the bidder's actual offer, if applicable.
7. Latest Income Tax Returns for year 202 (BIR Form 1701 or 1702).
8. Value Added Tax Returns (Forms 2550M and 2550Q) or percentage Tax Returns (Form 2551M) covering the previous six (6) months.
9. The Eligibility Documents under Annex "A" of the PHILGEPS Certificate of Registration (Platinum Membership).
10. Clearance from the National Labor Relations Commission (NLRC), Department of Labor and Employment (DOLE), Pag-IBIG Fund, Social Security System (SSS) and Philippine Health Insurance Corporation (PhilHealth). Said Clearances must be issued within three (3) months from the date of the bid opening.

## 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**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the

Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

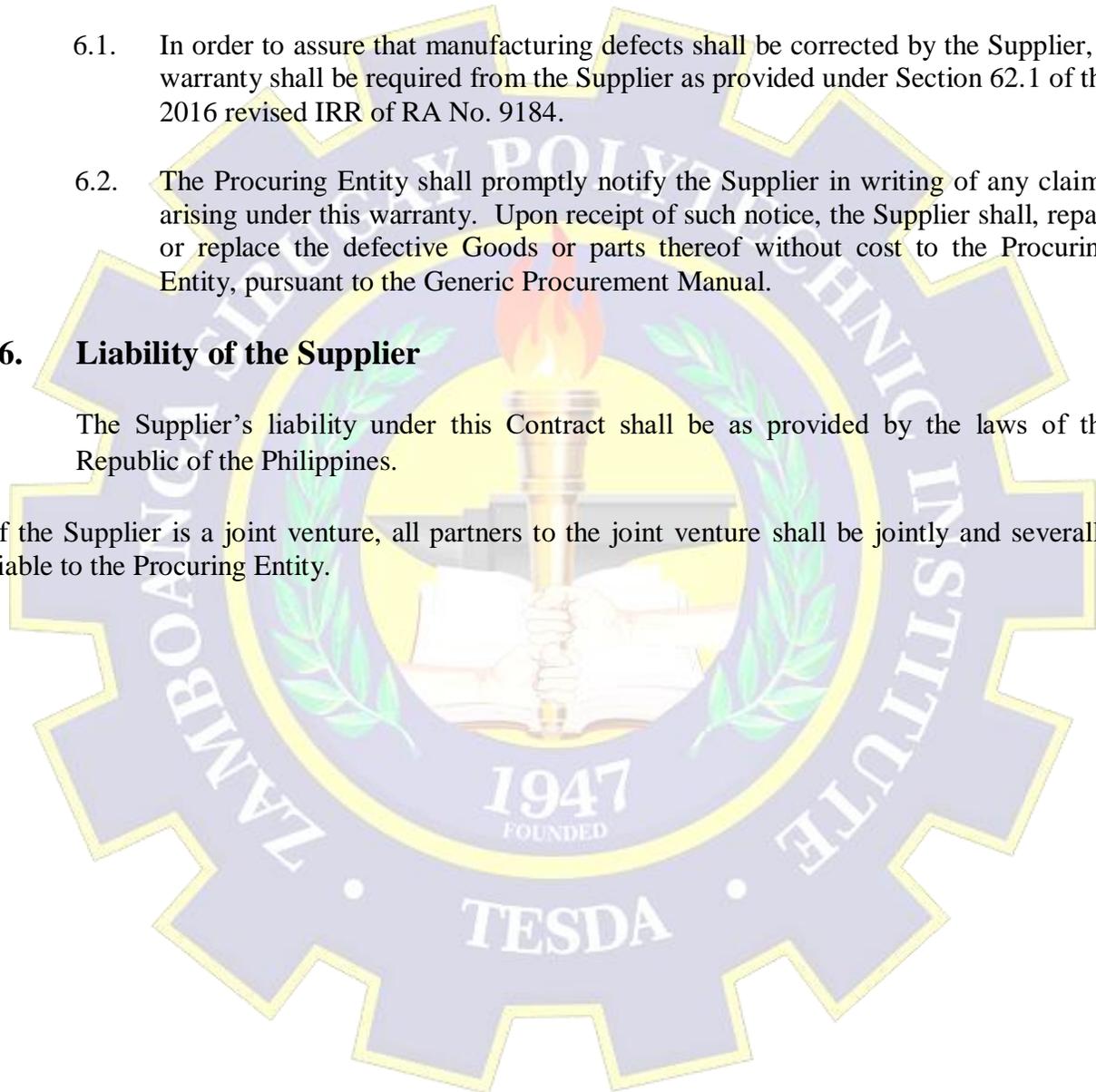
## **5. Warranty**

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

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

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

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



## *Section V. Special Conditions of Contract*

GCC CLAUSE	
1	The Procuring Entity is <b>ZamboangaSibugay Polytechnic Institute (ZSPI)</b>
1	The Supplier is: <i>(to be inserted at the time of contract award)</i>
1	The Funding Source is:  The Funding Source is the <b>Government of the Philippines (GOP) through General Appropriations Act (GAA )in the amount of Nine Hundred Twenty Three Thousand Six Hundred Ninety Two Pesos Only (Php 923,692.00).</b>
1	The Project Site is at:  ZamboangaSibugay Polytechnic Institute (formerly <b>KabasalanInstitute of Technology</b> ) <b>F.L. Peña, Kabasalan, ZamboangaSibugay</b>  <b>Contact Person:</b>  <b>ZAITON N. SUMPO</b> <b>BAC Secretariat/Supply Officer</b> <b><u>kit knvs@yahoo.com.ph</u></b>
1	The Procuring Entity's address for Notices is:  <b>GRETA D. SABROSO Ed. D.</b> <b>Vocational School Administrator III</b> <b>ZamboangaSibugay Polytechnic Institute</b> (formerly Kabasalan Institute of Technology) F.L. Peña, Kabasalan,ZamboangaSibugay Philippines  <b>Tel Fax No. (062) 328-2158</b>
6	ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT OF SECURITY SERVICES:  ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT OF SECURITY SERVICES:  1. In view of the manpower requirements, the SECURITY AGENCY shall provide ZSPI with a copy of the individual personnel profiles of the security guards to be assigned in the ZSPI together with their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to ZSPI before assumption of work be the said security guard.  2. The SECURITY AGENCY hereby warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to 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;  3. The SECURITY AGENCY shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as

observed by and upon notice or advice by ZSPI;

4. The SECURITY AGENCY shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the ZSPI;

5. There shall be no employer-employee relationship between the ZSPI and the Security Guards;

6. The ZSPI shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the SECURITY AGENCY including death resulting therefrom;

7. The SECURITY AGENCY shall be solely liable and answerable for claims, if any, that may be made by guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws;

8. All and whatever benefits the said guards or their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the SECURITY AGENCY;

9. The SECURITY AGENCY shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;

10. The SECURITY AGENCY shall protect the ZSPI from any liability arising from non-observance of laws, Rules and Regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement for other laws, or as a result of this contract;

11. The SECURITY AGENCY shall be liable to ZSPI for any loss or damage that may be incurred upon the latter's equipment, buildings and properties within the guarded compound;

12. The liability for any loss or damage stated under paragraph 13 is subject to the following exceptions:

a) Where the loss or damage occurs inside a closed office, building or compartment into which the SECURITY AGENCY or its agents have no access, in which case, the SECURITY AGENCY is not liable, unless the door or window of any of the office building or compartment is forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards.

b) For loss of, and/or damage to property delivered, or entrusted by the ZSPI to its employees, which equipment or property is outside the administrative control of the SECURITY AGENCY at the time of said loss or damage, the SECURITY AGENCY is not liable. In this connection, properties or equipment are considered outside the administrative control of the SECURITY AGENCY only when the same are brought outside ZSPI premises or compound by the authorized employees themselves.

c) For loss of, and/or damage to property resulting from fortuitous events or force majeure;

13. For any loss or damage stated under paragraphs 11 and 12 The SECURITY AGENCY shall indemnify the ZSPI for any loss or damage to the property or properties of the latter provided that it has been fully established that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty. To ensure compliance with this undertaking, the SECURITY AGENCY shall furnish ZSPI a Performance Security to guarantee the payment of such

claim or damages and those claims arising from the operation of the CONTRACT. It is understood, however, that the liability of the SECURITY AGENCY shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by ZSPI.

14. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the SECURITY AGENCY to ZSPI within forty-eight (48) hours from its occurrence;

15. The loss or damage to property shall be brought to the attention of the SECURITY AGENCY by ZSPI within forty-eight (48) hours from its occurrence or discovery and shall immediately be acted upon by the SECURITY AGENCY;

16. The SECURITY AGENCY shall provide the security guards assigned to ZSPI at its own expense, with the necessary serviceable, dependable, firearms and ammunitions, metal detectors, adequate communications equipment. The SECURITY AGENCY hereby warrants that these are duly licensed and that the guards have the required permits to carry and possess the same.

17. The Security Agency shall guarantee that all equipment required of their company under the services contract shall remain in the ZSPI for the entire duration of the contract with the company shouldering, at its own expense, the cost of repair or maintenance of all its equipment.

18. At no instance shall the Security Agency remove from the ZSPI premises any equipment without written notification and approval by the ZSPI Security in-charge.

19. The Security Agency shall guarantee that it shall not subcontract, assign or transfer any and all of its rights and obligations under the services contract to any third party without the prior written consent of ZSPI. Failure on the part of the Security Agency to observe this condition shall be considered as sufficient ground for the office to terminate the contract.

20. The Security Agency shall guarantee the right of ZSPI to inspect, at all times, the services rendered by the company's guard with the view of determining the quality and acceptability of the services rendered by the Security Agency.

21. The Security Agency's guard shall be allowed access to the ZSPI premises only during their respective scheduled work and shall confine themselves within their respective assigned areas of work.

22. The Security Agency shall install and maintain a Daily Time Logbook, at its own expense, to record their personnel's attendance. The guard's daily time records shall form part of the requirements for payment of the monthly billings.

23. 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 and Investigation Agencies (PNP SOSIA). No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of ZSPI, 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 ZSPI, whether he/she is on-duty or off-duty;

24. The Security Agency shall indemnify the office against claims or action filed by the Security Agency's guards where the office is made a correspondent/defendant. In the event where the Office is subjected to any judicial or administrative action filed by the Security Agency's guard/personnel, the Security Agency shall shoulder all legal expenses that would be incurred by

the Office in its defences. In the event that the engagement of a counsel would be deemed necessary by the Office to defend itself in such cases, the selection of the counsel shall be done at the sole discretion of the Office and the Security Agency shall fully shoulder the expenses for services performed by the legal counsel.

25. It shall monitor/supervise regularly their security guards by assigning supervisor/personnel (who is not one of the security guards) to check or evaluate the performance of the said security guards at least twice a month and to make a corresponding report to be submitted to the Administrative Chief of this Office on the first week of the month following the said evaluation;

26. It shall provide ZSPI proof of remittances of all monthly mandatory contributions to the proper government agencies of all the Security Guards to be submitted together with the Security Agency's monthly billing statement for this Office. Failure to provide proof of the same may cause the delay of the processing of the payment;

27. It is agreed that in order to have an assurance that salaries of security guards assigned by the SECURITY AGENCY were paid on time, the ZSPI requires the SECURITY AGENCY to present a certified photocopy of the signed payroll of the security guards assigned to ZSPI covering the preceding half-month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions.

28. The SECURITY AGENCY shall be entitled to an adjustment of the stipulated Contract price in the event that the minimum wage is increased or such similar situation subject to renegotiation to be made with ZSPI subject for evaluation and approval of fund and it shall be understood that ZSPI will not be held liable for unpaid wages if the SECURITY AGENCY fail to pay the security guards;

29. It shall not during the existence of its services or anytime thereafter disclose to any person or entity any information concerning the affairs of ZSPI which the Security Agency may have acquired by reason of its services.

## ***Section VI. Schedule of Requirements***

### A. Description of Goods

The Contractor shall provide the following:

The Security Agency will provide consistent and quality service through qualified, licensed, bonded, uniformed, professional, highly trained and armed security guards, who shall guard and protect lives, properties and premises of ZSPI. The following security guards shall be posted in accordance with ZSPI schedule:

Item Number	Description	Quantity
1 lot	Licensed Security Guard for Morning Shift 6:00am to 2:00 pm 7 days per week for twelve (11) months	2 guards
	Licensed Security Guard for Afternoon Shift 2:00pm to 10:00 pm 7 days per week for twelve (11) months	1 guard
	Licensed Security Guard for Night Shift 10:00pm to 6:00 am 7 days per week for twelve (11) months	2 guards

### B. Qualifications of the Service Provider:

1. Must be duly licensed and registered private security agency and have satisfied the requirements of all appropriate regulatory bodies;
2. Must have a satisfactory level of performance throughout the term of contract.

### C. Qualifications of the Security Personnel

1. Must undergo and passed the required psycho-neuro examination and drug test conducted by reputable Philippine National Police (PNP), National Bureau of Investigation (NBI) accredited testing agency evidenced by corresponding proof or certification issued by the concerned authorities.
2. Must be ready to perform other tasks as may be required by ZSPI Management, related security, safety and protection such as registering visitor, inspection of bags or cargo (in and out), inspection of vehicles, escorting VIPs and other administrative functions.

### D. Minimum Requirements of Equipment exclusively for ZSPI use only such as but not limited to the following:

Particular/s	Quantity/Item/Description
Firearms & Ammunitions	<ul style="list-style-type: none"> <li>• 1 unit Shotgun</li> <li>• 1 unit handgun for every security guard (“paltik” not acceptable)</li> <li>• 1 unit electric teaser for the security guard assigned for the night duty.</li> </ul>
Communication Equipment	<ul style="list-style-type: none"> <li>• 1 set Radio Communication Equipment</li> </ul>
Detectors	<ul style="list-style-type: none"> <li>• 1 unit metal detectors</li> </ul>
Office Supplies & Equipment	<ul style="list-style-type: none"> <li>• Logbooks</li> <li>• Ballpens</li> <li>• Folders</li> <li>• Fire Extinguisher</li> </ul>
Security Peripherals	<ul style="list-style-type: none"> <li>• 3 pieces Umbrella</li> <li>• 1 piece Rechargeable Lamp or Hand flashlight</li> <li>• 5 pair raincoats,</li> </ul>

	<ul style="list-style-type: none"> <li>• 5 pair rain boots</li> <li>• First Aid kits</li> </ul>
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**E. Additional Requirements:**

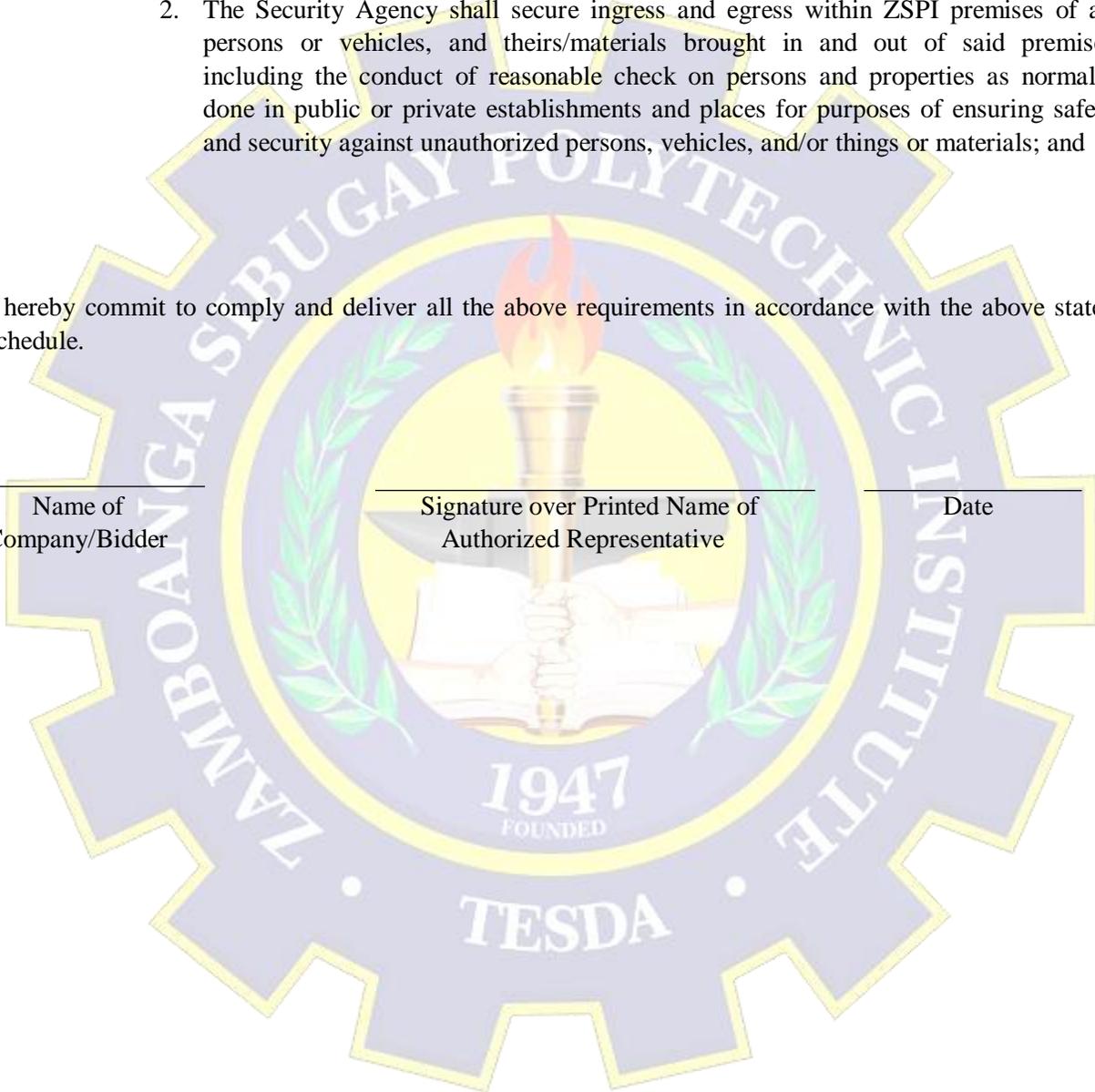
1. Comprehensive Security plan which details the following:
  - The list of trainings provided to the security guards to respond in case of emergency;
  - Duties and functions of security guards including those assigned in critical areas such as but not limited to entrance and exit gates, lobby, hostel;
  - Communication System;
  - Special Orders for security and;
  - Contingency Plan for Disasters and eventualities.
2. The Security Agency shall secure ingress and egress within ZSPI premises of all persons or vehicles, and theirs/materials brought in and out of said premises including the conduct of reasonable check on persons and properties as normally done in public or private establishments and places for purposes of ensuring safety and security against unauthorized persons, vehicles, and/or things or materials; and

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

\_\_\_\_\_  
Name of  
Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Date



## *Section VII. Technical Specifications*

Name of the Project : Provision of Security Services Requirements for ZSPI  
(February 1, 2021 to December 31, 2021)

Quantity : 1 Lot

Approved Budget for the Contract : Nine Hundred Twenty Three Thousand Six Hundred Ninety Two Pesos  
(PhP 923,692.00).

Item	Specifications	Statement of Compliance (Comply or Not Comply)
<b>I</b>	<p><b>Qualifications of the Service Provider:</b></p> <ol style="list-style-type: none"> <li>1. The Security Agency shall be a corporation or company duly organized and existing under Philippine laws. It shall be a member in good standing of PADPAO and must be duly licensed by appropriate government authorities to render security and related services.</li> <li>2. Must have a satisfactory level of performance throughout the term of contract.</li> <li>3. The Security Agency shall declare and execute a Sworn Affidavit that he or the members of the board are not related to the Head of the Procuring Entity, members of the BAC, TWG or secretariat by consanguinity or affinity up to the third civil degree, pursuant to SEC. 47 of the revised 2016 IRR of R.A 9184.</li> <li>4. The Security Agency must have a Certificate of Registration under DOLE department Order 174.</li> <li>5. Upon effectivity of the contract, the Security Agency shall provide its security and safety guards with proper uniforms and identification cards countersigned by the company's representative in order to distinguish them from ZSPI personnel or other groups in the said office.</li> </ol>	
<b>II</b>	<p><b>Qualifications of the Security Personnel:</b></p> <ol style="list-style-type: none"> <li>1. The Security Agency shall provide ZSPI with qualified, duly licensed, bonded and armed security guards with the following qualification: <ul style="list-style-type: none"> <li>• Filipino Citizen.</li> <li>• High School Graduate</li> <li>• Physically and mentally fit.</li> <li>• Not less than twenty-one (21) years old but not more than forty five (45) years of age.</li> <li>• Height must be at least 5'5"</li> <li>• Ideal weight shall be at least 120 lbs</li> <li>• Must have passed the neuropsychiatric test and drug test conducted by any Philippine government accredited center.</li> <li>• Must have no derogatory record.</li> <li>• Must be trained in handling firearms with appropriate certificate and/or licenses.</li> </ul> </li> </ol>	

	<ul style="list-style-type: none"> <li>• Must be well-trained, courteous, hardworking, and cooperative, physically and mentally fit and possesses good moral character.</li> <li>• These personnel shall have submitted the following clearances: NBI, police, drug test, Barangay clearance and Medical Certificate. All of these should be valid for at least six (6) months.</li> </ul> <ol style="list-style-type: none"> <li>2. Must undergo and passed the required psycho-neuro examination and drug test conducted by reputable Philippine National Police (PNP), National Bureau of Investigation (NBI) accredited testing agency evidenced by corresponding proof or certification issued by the concerned authorities.</li> <li>3. Must be ready to perform other tasks as may be required by ZSPI Management, related security, safety and protection such as registering visitor, inspection of bags or cargo (in and out), inspection of vehicles, escorting VIPs and other administrative functions.</li> </ol>	
<p><b>III</b></p>	<p><b>EQUIPMENT REQUIREMENTS</b></p> <ol style="list-style-type: none"> <li>1. The Security Agency shall provide at all times, at its own expense, the following equipment; <ul style="list-style-type: none"> <li>• One (1) unit appropriate shotgun;</li> <li>• One (1) unit electric teaser for the security guard assigned for the night duty;</li> <li>• One (1) unit appropriate handgun for every security guard (“paltik” not acceptable);</li> <li>• One (1) set Radio Communication Equipment;</li> <li>• One (1) unit metal detectors;</li> <li>• Logbooks, Ballpens, Folders, Fire Extinguisher;</li> <li>• Three (3) pieces Umbrella</li> <li>• One (1) unit Rechargeable Lamp or Hand flashlight</li> <li>• Five (5) pair raincoats;</li> <li>• Five (5) pair rain boots and</li> <li>• First Aid kits</li> </ul> </li> <li>2. The Security Agency shall guarantee that all of the above-listed equipment are installed/delivered in ZSPI on the first week of their official assumption of duties as the contracted security agency.</li> <li>3. Failure of the winning Security Agency to deliver the equipment within the allocated seven (7) calendar days shall be explicit authorization for ZSPI to draw from the performance bond posted by the company the amount of One Thousand Pesos (Php 1,000.00) for each day of delay. ZSPI shall have the right to inspect and test any equipment and/or capability listed above.</li> <li>4. The Security Agency shall bear the cost of repair maintenance and loss of any of the above listed company equipment.</li> </ol>	
<p><b>IV</b></p>	<p><b>ADDITIONAL SERVICES</b></p> <ol style="list-style-type: none"> <li>1. Comprehensive Security plan which details the following: <ul style="list-style-type: none"> <li>• The list of trainings provided to the security guards to respond in case of emergency;</li> <li>• Duties and functions of security guards including those assigned in critical areas such as but not limited to entrance and exit gates, lobby, hostel;</li> <li>• Communication System;</li> <li>• Special Orders for security and;</li> </ul> </li> </ol>	

	<ul style="list-style-type: none"> <li>• Contingency Plan for Disasters and eventualities.</li> </ul> <ol style="list-style-type: none"> <li>2. The Security Agency shall station the security guards at designated points within ZSPI premises as well as roving guards to ensure that no trespassing or other illegal activities are conducted within the premises of ZSPI.</li> <li>3. The Security Agency shall secure ingress and egress within ZSPI premises of all persons or vehicles, and theirs/materials brought in and out of said premises including the conduct of reasonable check on persons and properties as normally done in public or private establishments and places for purposes of ensuring safety and security against unauthorized persons, vehicles, and/or things or materials; and</li> <li>4. The Security Agency shall conduct, at least once every six months, its own unit training and drills involving all the emergency procedures (fire-fighting, first aid and medical evacuation, earthquake drill and medical evacuation, search and rescue operations and crowd disturbance management).</li> </ol>	
V	<p><b>PAYMENT</b></p> <ol style="list-style-type: none"> <li>1. The Security Agency for security services shall submit a detailed price computation (cost breakdown) with the following format: <ul style="list-style-type: none"> <li>▪ Amount to be paid directly to each guard</li> <li>▪ Amount to be paid to government in favor of each guards (SSS and others)</li> <li>▪ Overhead and profit margin</li> <li>▪ Value Added Tax</li> <li>▪ Total amount per head per month</li> <li>▪ Required numbers of guards</li> <li>▪ Total amount per month</li> <li>▪ Total Contract Price</li> </ul> </li> <li>2. The total Contract price shall be binding on the Security Agency's regardless of its errors in the computation of the said total Contract Price. Should the Contract price submitted be lower than the minimum amount necessary to cover the wages and other allowance of its employees, the Security Agency shall be deemed to have shouldered the differences in amount, from its own financial resources. In no case should the total Contract Price be lower than the minimum rate required by the PADPAO.</li> <li>3. The Security Agency shall be required to submit BIR, DOLE, NLRC, SSS clearances from appropriate government offices where their main office is registered and located. The DOLE clearance shall include the DOLE Certificate of Registration in compliance with DO# 18-1 series of 2011.</li> <li>4. The Security Agency shall guarantee that all guards deployed in the ZSPI for the duration of the contract are regular workers of the company who received at least the minimum wage, including holiday pay for special and public holidays, as well as other benefits mandated by law.</li> </ol> <p><b><u>At no instance</u></b> shall the winning Security Agency deploy trainee in the Institution.</p>	
VI	<p><b>DURATION</b></p> <ol style="list-style-type: none"> <li>1. The contract shall cover a period of February 1, 2021 to December 31, 2021. The total Contract Price submitted by interested bidders shall refer to the Contract Price for the original one (1) contract period.</li> </ol>	

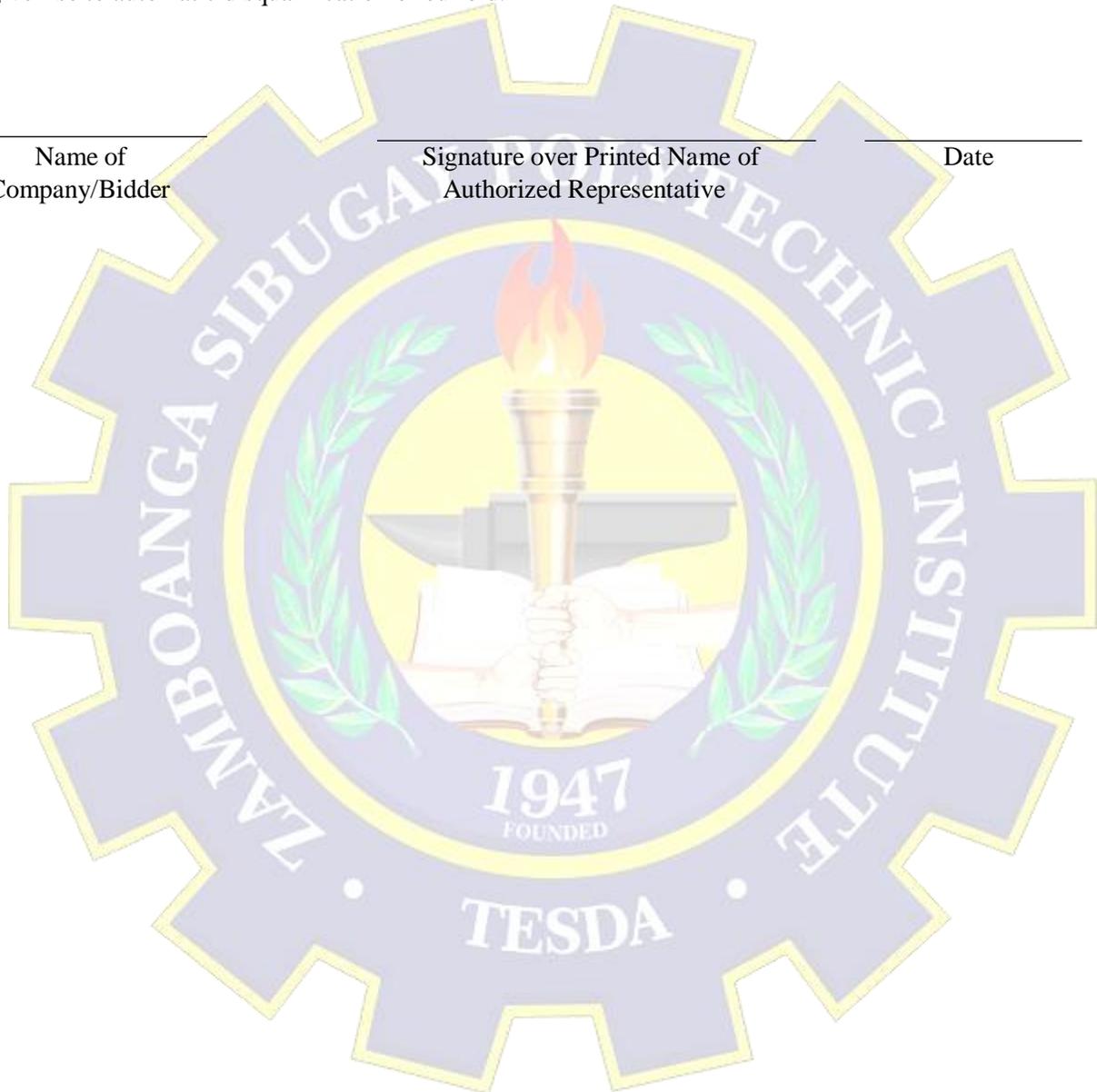
*\*Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause (ii) and/or GCC Clause 2.1.a)(ii).*

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

\_\_\_\_\_  
Name of  
Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Date



## ***Section VIII. Bidding Forms***

Financial Bid -----	Annex A
Security Services Cost Breakdown -----	Annex B
Price Schedule for Goods Offered from within the Philippines -----	Annex C
Statement of all Government & Private Contracts completed which are similar in nature -----	Annex D
Statement of All Ongoing and completed Government and Private Contracts for the last Two (2) Years (Including Awarded but not yet started) -----	Annex E
Contract Agreement Form -----	Annex F
Omnibus Sworn Statement -----	Annex G
Special Power of Attorney -----	Annex H
Credit Line Certificate -----	Annex I
Net Financial Contracting Capacity (NFCC) Forms -----	Annex J
Bid Security (Bank Guarantee Form) -----	Annex K
Bidder's Technical Specifications/Statement of Compliance Form -----	Annex L
Checklist of the Technical and Financial Component Documents for Bidders -----	Annex M
Format for Sealing and Marking of Documents -----	Annex N

## FINANCIAL BID FORM

---

Date: \_\_\_\_\_  
 Invitation to bid No.: \_\_\_\_\_

To: The Chairman  
 Bids and Awards Committee  
 ZamboangaSibugay Polytechnic Institute (ZSPI)  
 F.L. Peña, Kabasalan, ZamboangaSibugay

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause **Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>2</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
(if none, state “None”)		

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

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

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

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter’s behalf for the Name of Project of the Name of the Procuring Entity][for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the*

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<sup>2</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].

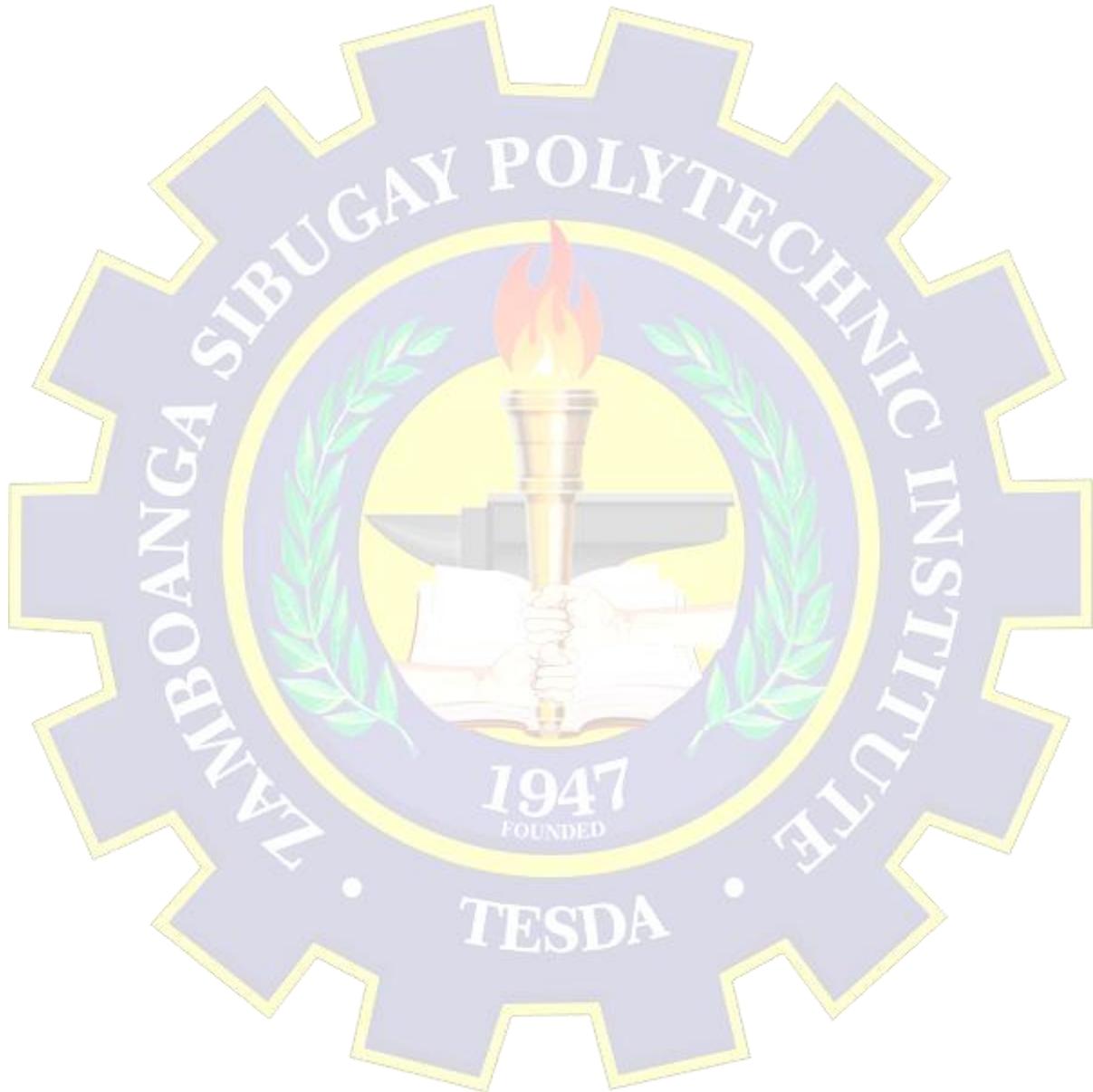
We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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



### SECURITY SERVICES COST BREAKDOWN

NSP - Night Shift Premium OT - Overtime  <b>FACTOCR DAYS:</b>	<b>7 Days A Week Duty</b>		
	Mon - Sun <b>without NSP</b> <i>6am - 2pm</i> <b>365 days (8 hours)</b>	Mon - Sun <b>with NSP</b> <i>2pm - 10pm</i> <b>365 days (8 hours)</b>	Mon - Sun <b>with NSP</b> <i>10pm - 6am</i> <b>365 days (8 hours)</b>
	<b>395.70</b>	<b>395.70</b>	<b>395.70</b>
<b>A. AMOUNT PAYABLE TO GUARD</b>			
1 Applicable Daily Rate (ADR)			
2 Estimated Equivalent Monthly Rate (EEMR) a) ADR x FACTOR DAYS (365) / 12			
3 13th Month Pay (EEMR / 12)			
4 Night Shift Differential Pay (EEMR * 10%)			
5 Service Incentive Leave Pay (ADR x 5 / 12)			
6 Overtime Pay during: Ordinary Days (ADR / 8 * 125% * No. of Hours * No. of Days / 12) Holidays/Special Days (ADR / 8 * 130% * No. of Hours * No. of Days / 12)			
7 Retirement Benefits per RA 7641 (ADR x 22.5 / 12)			
<b>TOTAL AMOUNT DUE TO GUARD</b> <i>(Less: EMPLOYEE'S SSS, PHILHEALTH AND PAG-IBIG Contributions)</i>			
<b>B. EMPLOYER'S CONTRIBUTION TO GOV'T IN FAVOR OF GUARD</b>			
1 SSS Contribution (RA 8282)			
2 State Insurance Fund (PD 626)			
3 Phil. Health Contribution (RA 7875 as amended)			
4 Pag-Ibig Contribution (RA 9679)			
<b>TOTAL</b>			
<b>C. TOTAL AMOUNT PAYABLE TO GUARD &amp; GOV'T. (A + B)</b>			
<b>D. AGENCY'S ADMINISTRATIVE OVERHEAD MARGIN (20%)</b> <i>Sec 4.b. DO 150-16 Series of 2016</i>			
<b>E. BASIC CONTRACT RATE (C + D)</b>			
<b>F. TAX</b>			
1 VAT (Agency Fee / 1.12 x 12%)			
2 Expanded Withholding Tax (Agency Fee / 1.12 x 2%)			
<b>G. MINIMUM CONTRACT RATE PER GUARD (E + F)</b>			
<b>ROUNDED OFF TO</b>			
Multiply by Number of Guards	2	1	2
Total Contract Price per Month per Shift			
Minimum Contract Price in February to December 2021 for 5 guards per shift			

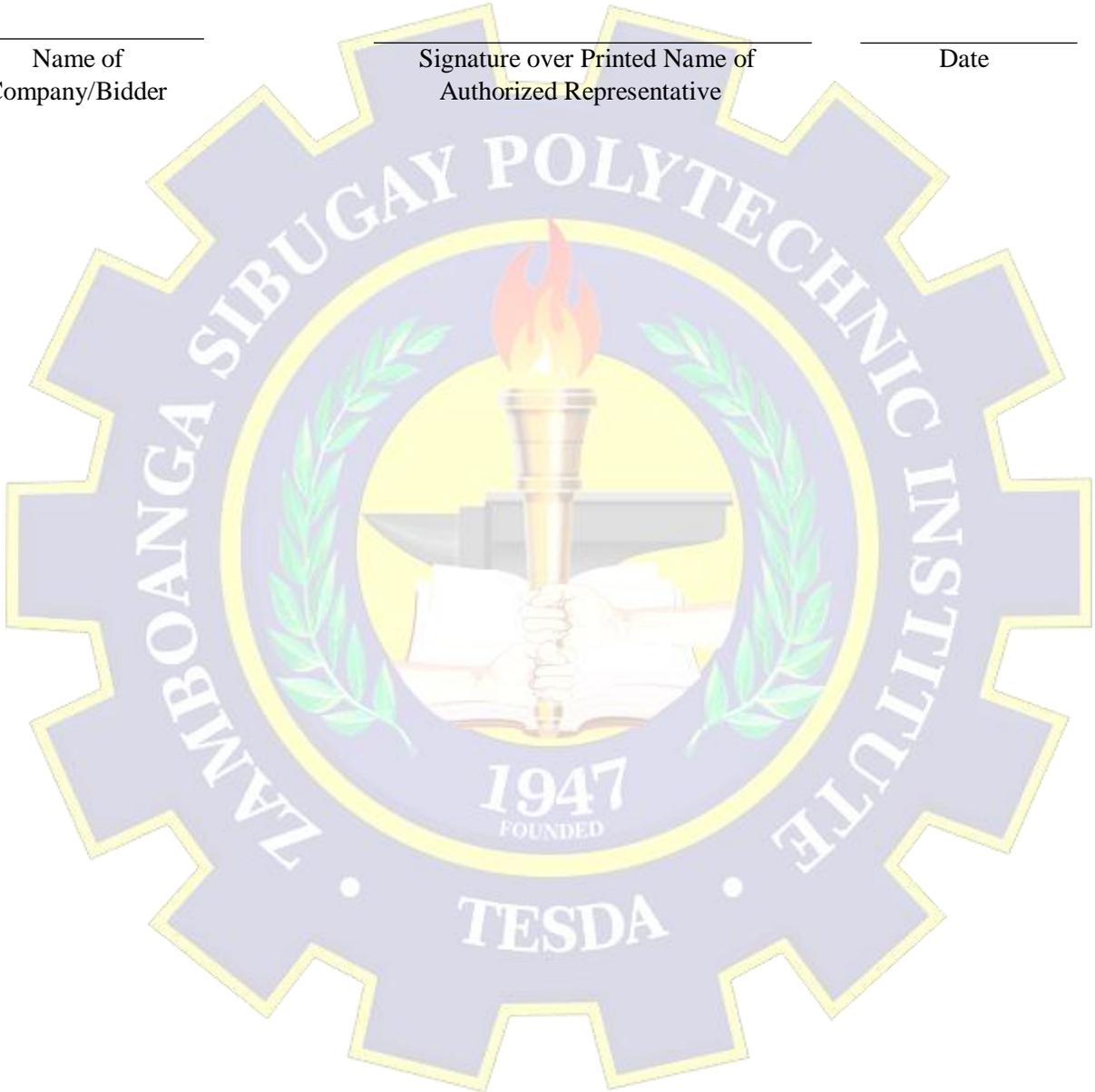
Total Contract Price in one Year for 5 guards		
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I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

\_\_\_\_\_  
Name of  
Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Date



**FOR GOODS OFFERED FROM WITHIN THE PHILIPPINES**

Name of Bidder \_\_\_\_\_ . Invitation to Bid<sup>3</sup> Number \_ . 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 Insurance 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)

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

<sup>3</sup> If ADB, JICA and WB funded projects, use IFB.

**Statement of all Government & Private Contracts completed which are similar in nature**

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

Business Address: \_\_\_\_\_

Name of Contract	Date of Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance of Official Receipt(s) Issued for the Contract
Government					
Private					

Submitted by: \_\_\_\_\_  
(Printed Name Signature)

Designation: \_\_\_\_\_

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

Proof of Statement: Duly signed Contracts, Purchase Orders, Agreements, Memoranda of Agreement, Notice of Award, Job Orders or Notice to Proceed with the corresponding duly signed Delivery Receipts or Inspection or Acceptance Reports or Official Receipts

**Statement of All Ongoing and completed Government and Private  
Contracts for the last Two (2) Years (Including Awarded but not yet started)**

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

Business Address: \_\_\_\_\_

Name of Contract	Kinds of Goods	Owner's name	Nature of Work	Amount of Contract	Date of Award	Value of Outstanding Contract	% of Accomplishment
Ongoing Contracts							
1.							
2.							
3.							
Completed Contracts							
1.							
2.							
3.							

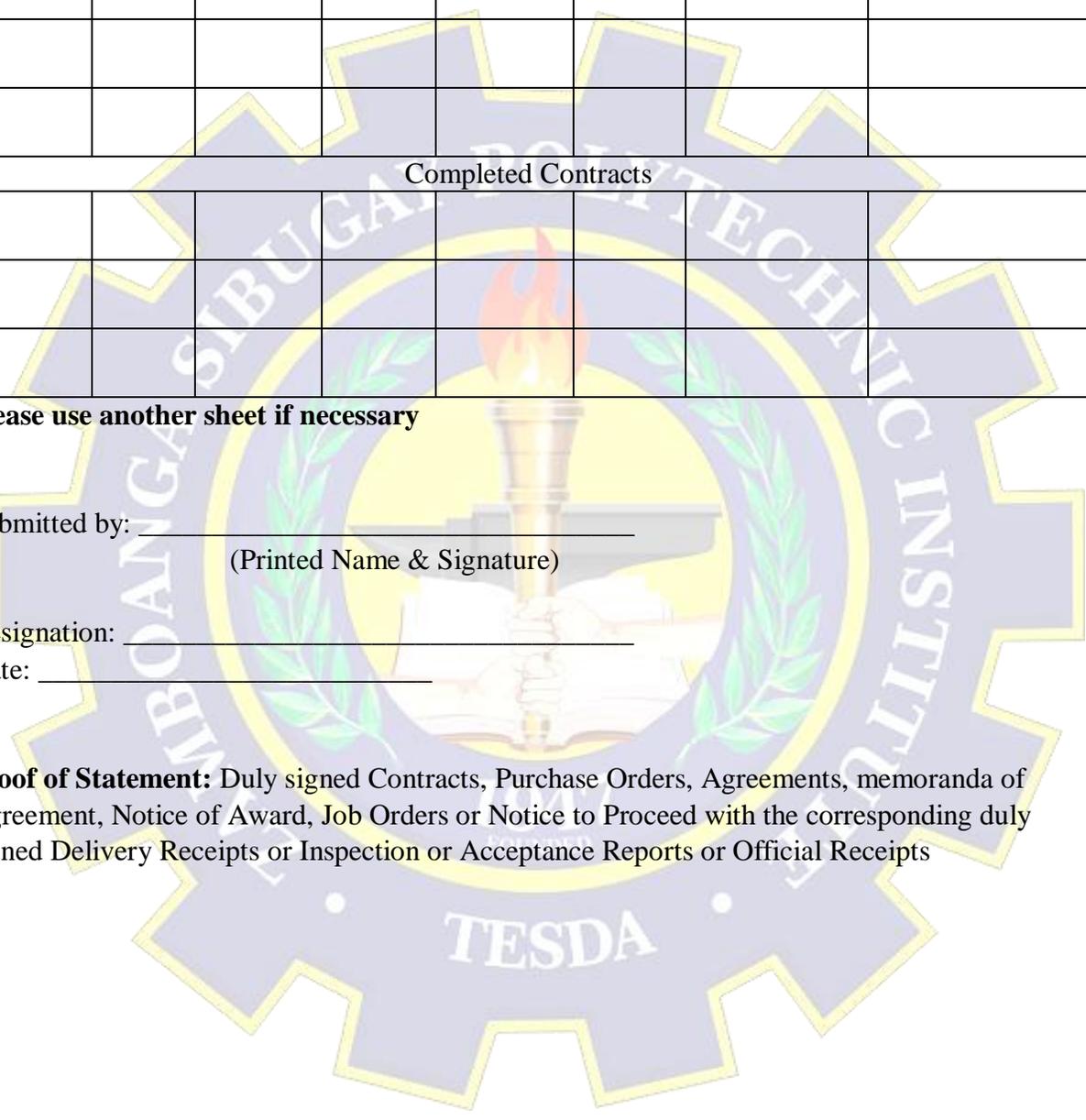
**Please use another sheet if necessary**

Submitted by: \_\_\_\_\_  
(Printed Name & Signature)

Designation: \_\_\_\_\_

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

**Proof of Statement:** Duly signed Contracts, Purchase Orders, Agreements, memoranda of Agreement, Notice of Award, Job Orders or Notice to Proceed with the corresponding duly signed Delivery Receipts or Inspection or Acceptance Reports or Official Receipts



### Contract Agreement Form

Project Name:

#### CONTRACT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Zamboanga Sibugay Polytechnic Institute (ZSPI)** located at F.L. Pena, Kabasalan, ZamboangaSibugayof the Philippines (hereby called “the Entity”) of the one part and *[name of Supplier]* of *[city and country of Supplier]*(hereafter called “the Supplier”) of the other part:

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

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement;
  - (a) The Entity’s Notice of Awards
  - (b) Performance Security
  - (c) The Bid Form and the Price Schedule submitted by the Bidder;
  - (d) The Schedule of the Requirements;
  - (e) The Technical Specifications;
  - (f) The General Conditions of Contract; and
  - (g) The Special Conditions of Contract;
3. In consideration of the payments to be made by the Entity o the Supplier as hereafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and service and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

SIGNED, SEALED, AND DELIVERED BY:

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
SUPPLIER

SIGNED, IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

PURCHASER'S WITNESS

SUPPLIER'S WITNESS

**REPUBLIC OF THE PHILIPPINES  
CITY/MUNICIPALITY, ) S.S.**

**ACKNOWLEDGEMENT**

**BEFORE ME**, a Notary Public for and in City of \_\_\_\_\_, Philippines, Personally appeared the following:

Name	CTC Number	Issued on	Issued at
The Entity			
Supplier			

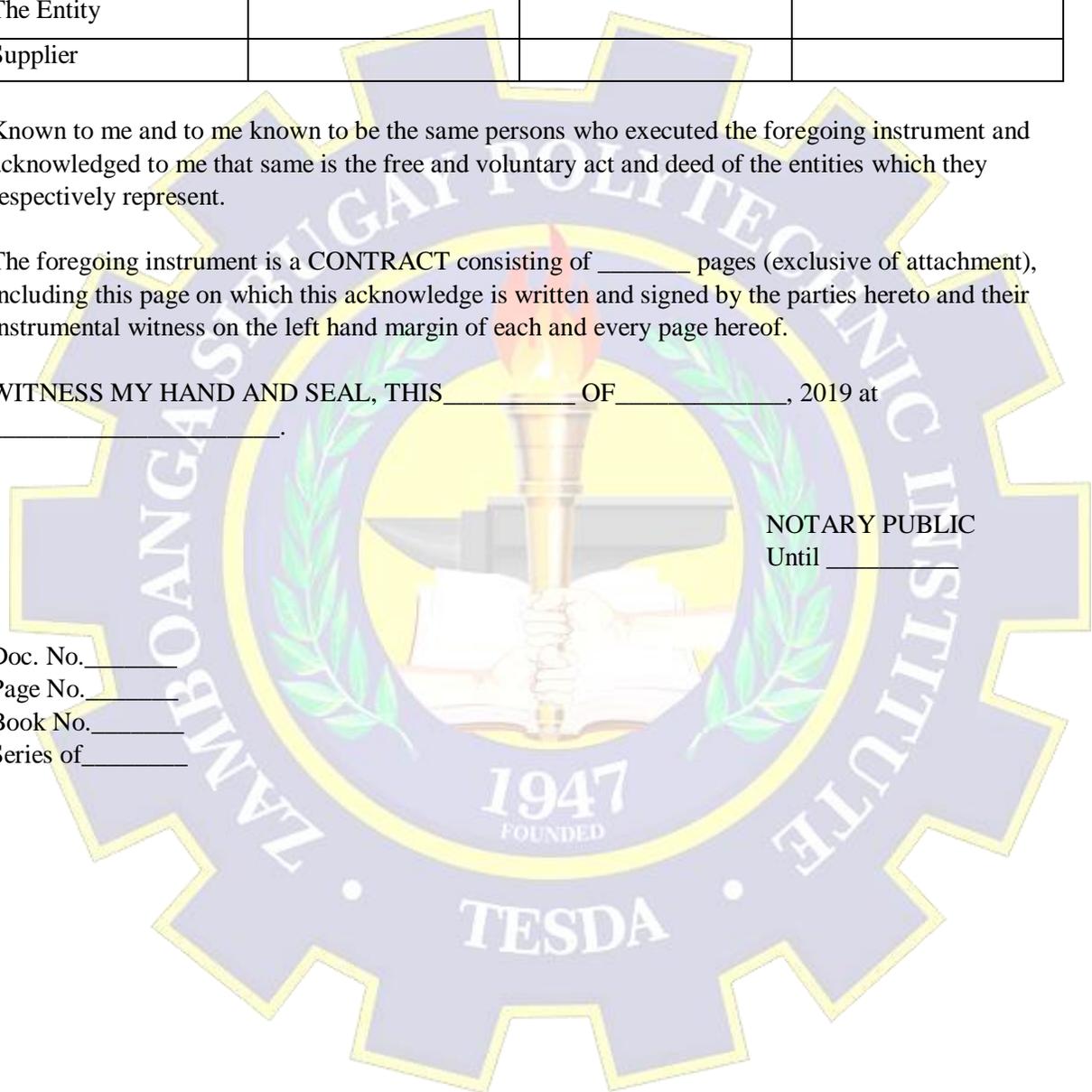
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of \_\_\_\_\_ pages (exclusive of attachment), including this page on which this acknowledge is written and signed by the parties hereto and their instrumental witness on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL, THIS \_\_\_\_\_ OF \_\_\_\_\_, 2019 at \_\_\_\_\_.

NOTARY PUBLIC  
Until \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_



## Omnibus Sworn Statement

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

### AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[ Civil Status]*, *[nationality]*, and residing *[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 of *[ name of Bidder]* with office address at *[address of bidder]*

If a partnership, corporations, cooperative, or joint venture: I am the duly authorized and designated representative of *[name of bidder]* with office agree at *[address of bidder]*;

2. Select one, delete the other:

If a sole proprietorship: as the owner and sole proprietor *[ name of Bidder]*, I have full power and authority to do, execute and perform any all acts necessary to represent I in the bidding for *[ name of Project]* of the *[name of Procuring Entity]*;

If a partnership, corporations, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any all acts necessary and/or to represent the *[ name of Bidder]*, in the bidding as shown in the attached *[state title of the attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*

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;
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:

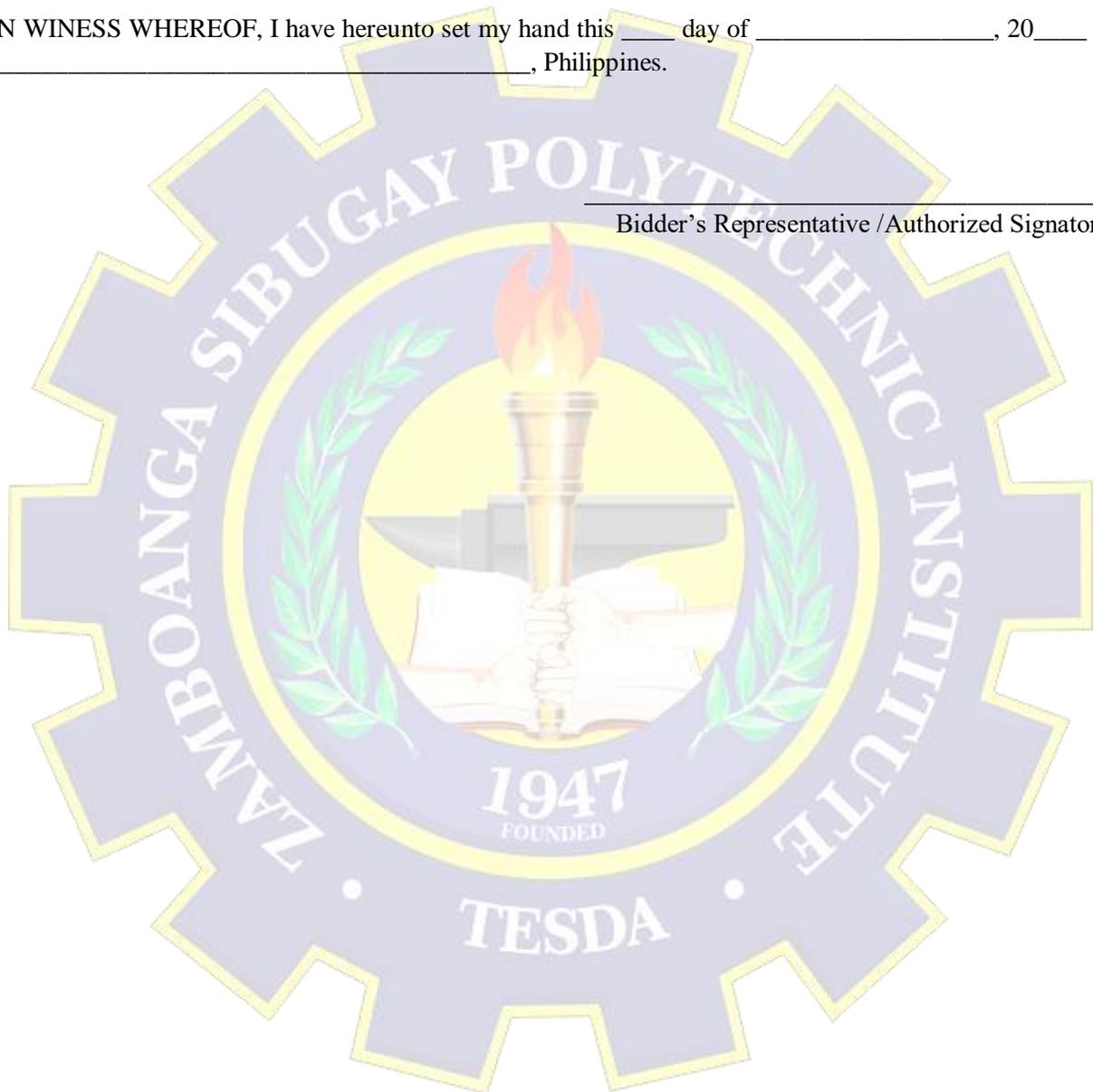
If sole proprietorship: I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee(BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up 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;

7. *[ name of Bidder]* complies with existing labor laws and standards; and
8. *[ name of Bidder]* is aware of and has undertaken the following responsibilities as a bidder;
- a) Carefully examine all of the bidding Documents;
  - b) Acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[ name of project]*.

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

\_\_\_\_\_  
Bidder's Representative / Authorized Signatory



**SPECIAL POWER OF ATTORNEY**

I, \_\_\_\_\_, President of \_\_\_\_\_, a corporation incorporated under the laws of \_\_\_\_\_ with its registered office at \_\_\_\_\_, by virtue of Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, has made, constituted and appointed \_\_\_\_\_ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent \_\_\_\_\_ in the bidding of \_\_\_\_\_ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

Signed in the Presence of:

\_\_\_\_\_

**REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY, ) S.S.**

**ACKNOWLEDGEMENT**

**BEFORE ME**, a Notary Public for and in City of \_\_\_\_\_, Philippines, personally appeared the following:

<b>Name</b>	<b>CTC Number</b>	<b>Issued on</b>	<b>Issued at</b>

known to me and known to be the same person who executed the foregoing instrument consisting of \_\_\_\_\_ ( ) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public

Until 31 December 20\_\_\_\_  
PTR No. \_\_\_\_\_ Issued at: \_\_\_\_\_  
\_\_\_\_\_ Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

**CREDIT LINE CERTIFICATE**

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

**GRETA D. SABROSO Ed. D.**  
Vocational School Administrator III  
Zambonga Sibugay Polytechnic Insitute  
F.L. Peña, Kabasalan, Zamboanga Sibugay

Attention: The Chairperson  
Bids and Awards Committee

CONTRACT/PROJECT : \_\_\_\_\_  
COMPANY/FIRM : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_

BANK/FINANCING INSTITUTION : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_

AMOUNT : \_\_\_\_\_

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the [Supplier/Distributor/Manufacturer/Contractor], if awarded the abovementioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the [Supplier/Distributor/Manufacturer/Contractor] of the Notice of Award and such line of credit shall be maintained until the project is completed by the Contractor.

This Certification is being issued in favor of said [Supplier/Distributor/Manufacturer/Contractor], in connection with the bidding requirement of the **Zamboanga Sibugay Polytechnic Institute (ZSPI)** for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized  
Financing Institution Officer : \_\_\_\_\_  
Official Designation : \_\_\_\_\_

Concurred By:

Name & Signature of [Supplier/Distributor/Manufacturer/Contractor]'s  
Authorized Representative : \_\_\_\_\_  
Official Designation : \_\_\_\_\_

Note: The amount committed should be machine validated.

## ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

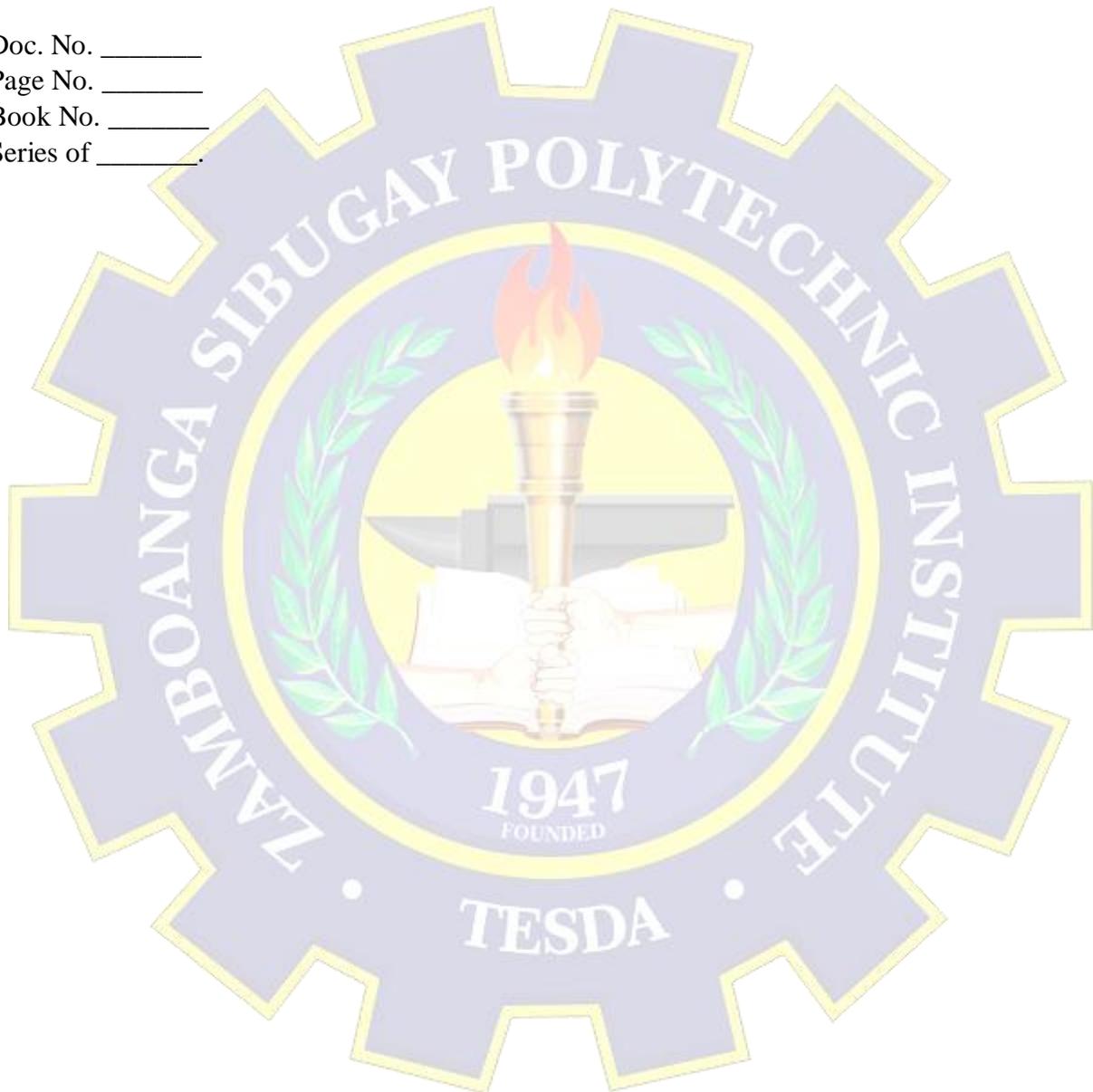
Notary Public

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_.



**Net Financial Contracting Capacity (NFCC) Forms**

- A. Summary of the Bidder-Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached audited financial statements, stamped “RECEIVED” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

Year 20_____	
1.	Total Assets
2.	Current Assets
3.	Total Liabilities
4.	Current Liabilities
5.	Net Worth (1-3)
6.	Net Working Capital (2-4)

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(current assets minus current liabilities) (K)] minus the value of all outstanding or not yet completed portions of the ongoing projects, including awarded contracts but not yet started.

NFCC = PhP \_\_\_\_\_

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

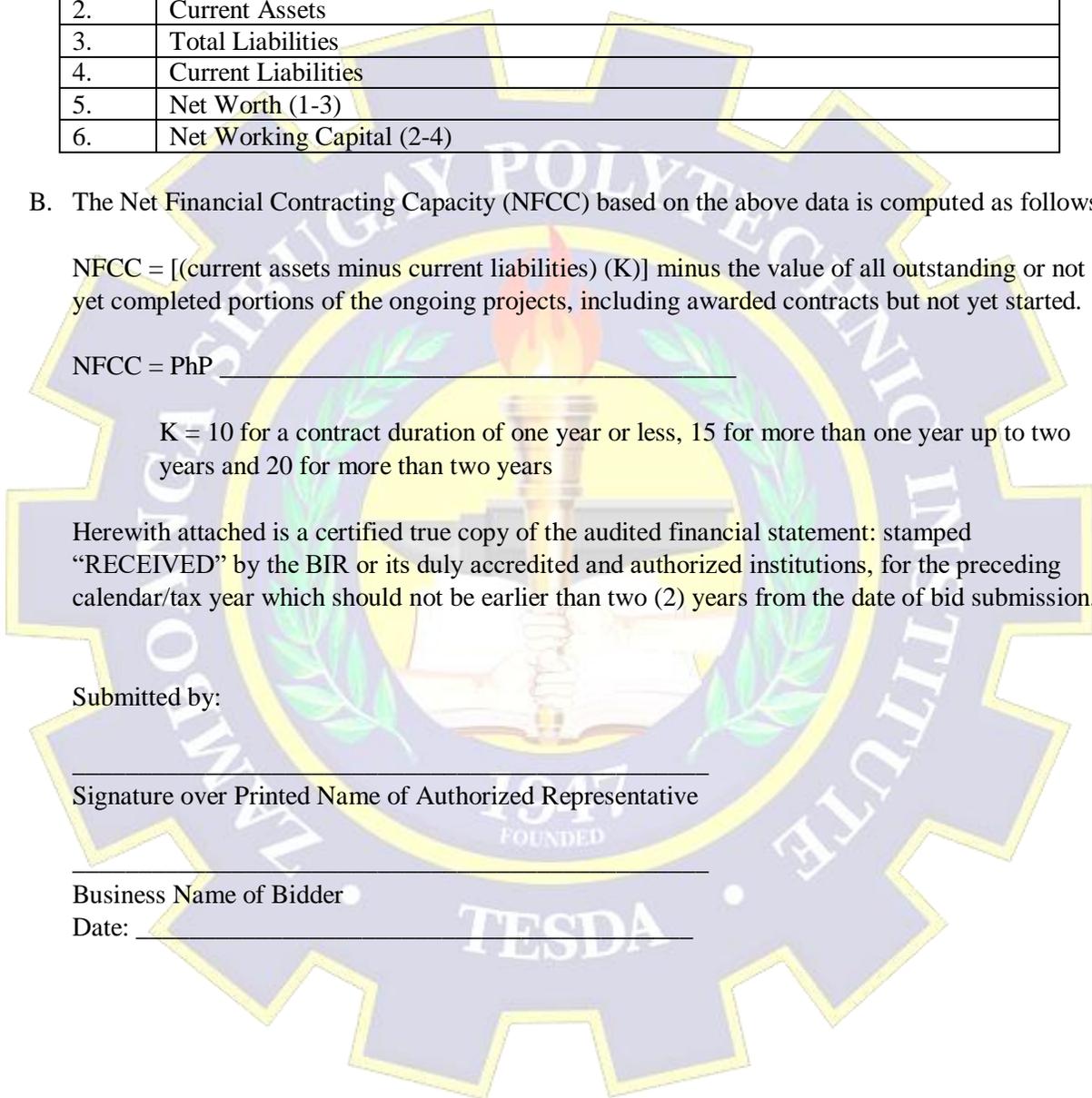
Herewith attached is a certified true copy of the audited financial statement: stamped “RECEIVED” by the BIR or its duly accredited and authorized institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

Submitted by:

\_\_\_\_\_  
Signature over Printed Name of Authorized Representative

\_\_\_\_\_  
Business Name of Bidder

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



## Bid Security (Bank Guarantee Form)

WHEREAS, [insert name of Bidder] (hereinafter called the “Bidder”) has submitted its bid dated [insert date] for the [insert name of contract] (hereinafter called the “Bid”).

KNOW ALL MEN by these presents that We [insert name of Bank] of [insert name of Country] having our registered office at [insert address] (hereinafter called the “Bank”) are bound unto the Philippine Commission on Women, (hereinafter called the “Entity”), in the sum of [insert amount] for which payment well and truly to be made to the said Entity the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder:

(a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or (b) does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or

2. If the Bidder having been notified of the acceptance of its bid by the Procuring Entity during the period of bid validity:

(a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by the Entity is due to the Entity owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date [insert days] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_

FOUNDED SEAL \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

TESDA

**Bidder’s Technical Specifications/Statement of Compliance Form**

*A Bidder shall prepare and submit its own Technical Specifications, in the format of Procuring Entity’s Technical Specifications in Section VII to facilitate evaluation, and accomplish the Bidder’s Statement of Compliance.*

Item No.	Bidder’s Technical Specifications	*Statement of Compliance: State “Comply” or “Not Comply”
	Includes Designs, Drawing and/or Photographs of the Product, and Brochures and or Product Manuals containing Measurements, Materials Used, and Other Specifications of the Product being offered, if applicable	

Bidders must state in each row above either “Comply” or “Not Comply” for each of the individual parameters of each required Specification stating the corresponding performance parameter of the goods/items/equipment/services offered. Statement of “Comply” or “Not Comply” must be supported by evidence in a Bidder’s Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data, etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during bid evaluation, post qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

I/We further state that my/our bid is compliant with all the requirements of Section VI, Schedule of Requirements of the Bidding Documents.

\_\_\_\_\_  
Bidder’s authorized representative’s signature over printed name:

Business Name of Bidder: \_\_\_\_\_

## **Checklist of the Technical and Financial Component Documents for Bidders**

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Date and Time of Submission: Date and time

Technical and Financial Envelope (each documents tabbed for easy referencing) in sealed and marked envelopes

### **TECHNICAL COMPONENT**

Eligibility Documents

Class “A” Documents –

- Department of Trade and Industry (DTI) business name registration or Securities and Exchange Commission (SEC) registration certificate, whichever may be appropriate under existing laws of the Philippines
  - Valid and current Mayor’s permit/municipal license
  - Valid and Current Tax Clearance per Executive Order No. 398, Series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);
  - Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started
  - Statement of the prospective bidder of contacts similar in nature in nature and complexity to the contract to be bid.
  - The prospective bidder’s audited financial statements, showing among others, the bidder’s total and current assets and liabilities
  - The prospective bidder’s computation for its Net Financial Contracting Capacity (NFCC) or a commitment from a universal or commercial bank to extend credit line
- CLASS “B” Document
- Valid Joint Venture Agreement (JVA), or in the absence of JVA, duly notarized statements from all the potential joint venture partners
  - Certification that the bidder is a distributor, reseller, supplier of the brand/model they are offering

Technical Documents

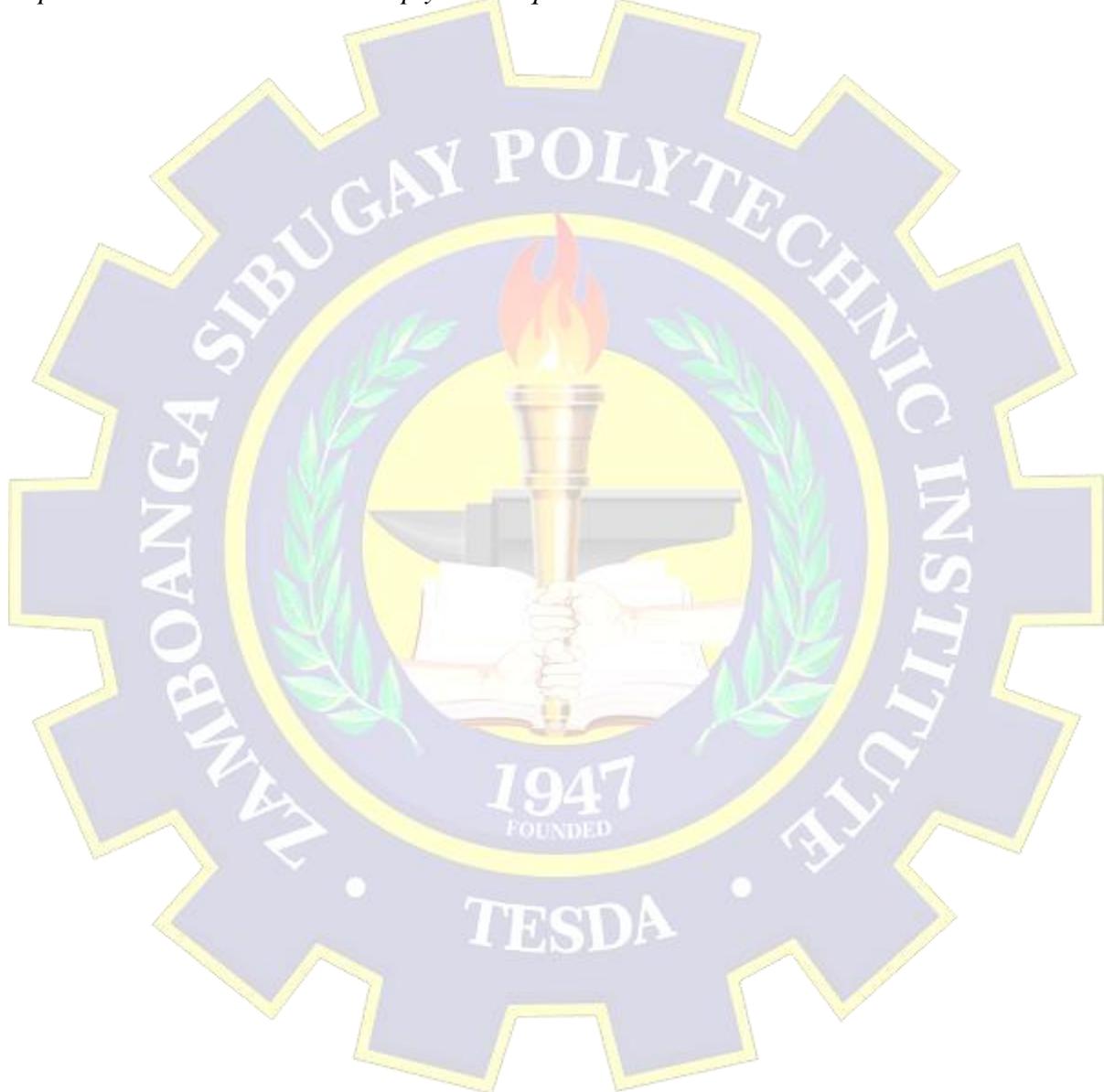
- Bid Security
  - o a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank;
  - o a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments; or
  - o bid securing declaration.
- Conformity with technical specifications
- Sworn statement by the bidder or its duly authorized representative
  - o it is not “blacklisted” from bidding
  - o authenticity of the documents submitted
  - o signatory is the duly authorized representative of the bidder and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the bidder in the bidding

to disclosure provision under section 47 of the RA9184 in relation to other provisions of RA3019

**FINANCIAL COMPONENT**

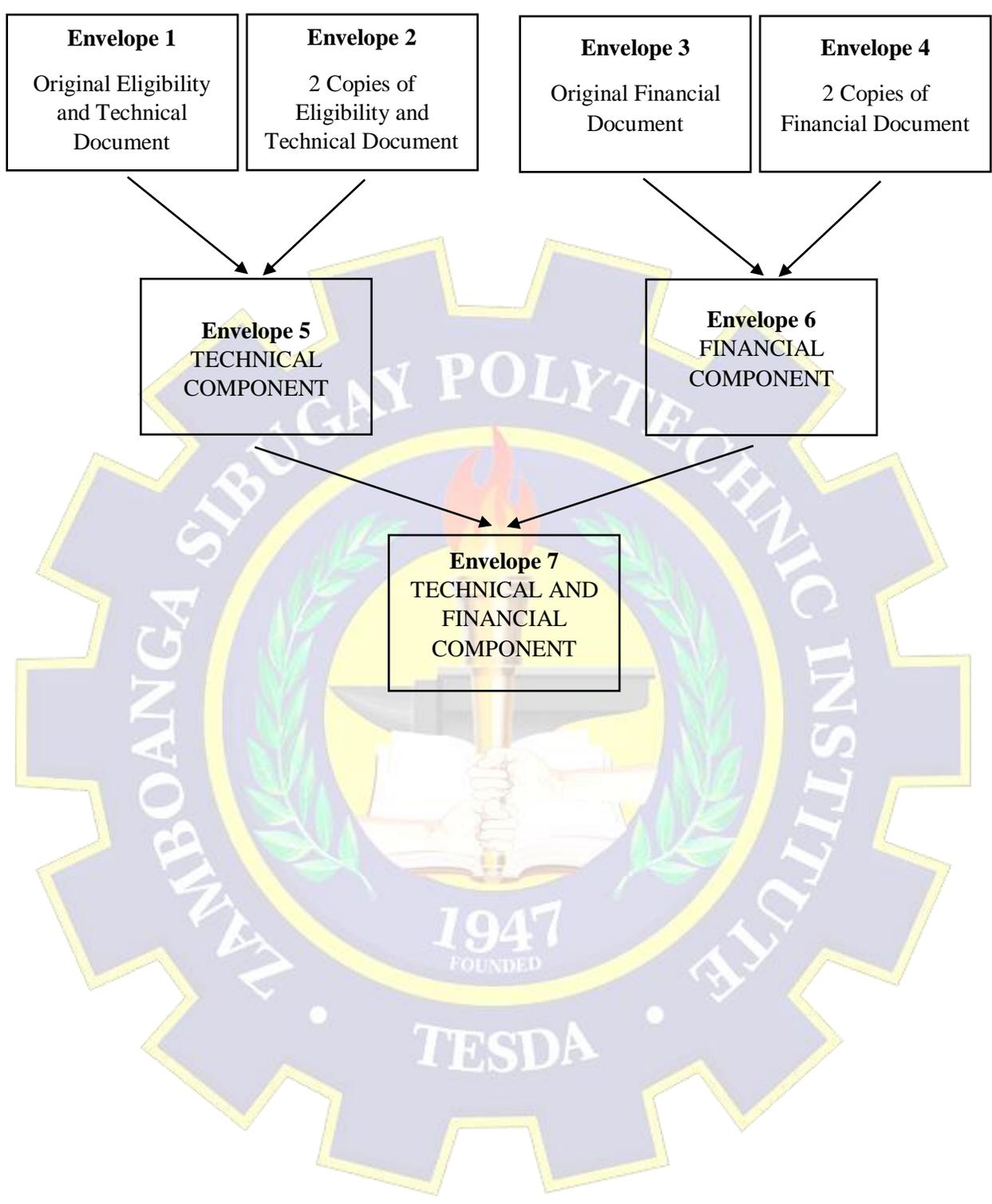
- Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules

*Note: This checklist is only a guide to the prospective bidder. It is still the responsibility of the prospective bidder to read and comply with requirements.*



### Format for Sealing and Marking of Documents

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Envelope 1  
Label: ORIGINAL ELIGIBILITY AND TECHNICAL DOCUMENTS  
Contains: Original Eligibility and Technical Documents

**ORIGINAL ELIGIBILITY AND TECHNICAL DOCUMENTS**

**ZAMBOANGA SIBUGAY POLYTECHNIC INSTITUTE**

F.L. Peña, Kabasalan, Zamboanga Sibugay

Bid for: **Provision of Security Services for the CY 2021**

Submitted by : *Bidder's Company Name*  
*Bidder's Contact Details*

Submitted to : **Mr. ROMEE A. TAMSI**  
Chairperson  
Bids and Awards Committee

**DO NOT OPEN BEFORE: DECEMBER 29, 2021, 09:00 am**

Envelope 2  
Label: 2 COPIES OF THE ELIGIBILITY AND TECHNICAL DOCUMENTS  
Contains: 2 Copies of both the Eligibility and Technical Documents

**2 COPIES OF THE ELIGIBILITY AND TECHNICAL DOCUMENTS**

**ZAMBOANGA SIBUGAY POLYTECHNIC INSTITUTE**

F.L. Peña, Kabasalan, Zamboanga Sibugay

Bid for: **Provision of Security Services for the CY 2021**

Submitted by : *Bidder's Company Name*  
*Bidder's Contact Details*

Submitted to : **Mr. ROMEE A. TAMSI**  
Chairperson  
Bids and Awards Committee

**DO NOT OPEN BEFORE: DECEMBER 29, 2021, 09:00 am**

Envelope 3  
Label: ORIGINAL FINANCIAL DOCUMENT  
Contains: Original Financial Document

**ORIGINAL FINANCIAL DOCUMENT**

**ZAMBOANGA SIBUGAY POLYTECHNIC INSTITUTE**

F.L. Peña, Kabasalan, Zamboanga Sibugay

Bid for: **Provision of Security Services for the CY 2021**

Submitted by : *Bidder's Company Name*  
*Bidder's Contact Details*

Submitted to : **Mr. ROMEE A. TAMSI**  
Chairperson  
Bids and Awards Committee

**DO NOT OPEN BEFORE: DECEMBER 29, 2021, 09:00 am**

Envelope 4  
Label: 2 COPIES OF THE FINANCIAL DOCUMENT  
Contains: 2 Copies of the Financial Document

**2 COPIES OF THE FINANCIAL DOCUMENT**

**ZAMBOANGA SIBUGAY POLYTECHNIC INSTITUTE**

F.L. Peña, Kabasalan, Zamboanga Sibugay

Bid for: **Provision of Security Services for the CY 2021**

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Submitted to : **Mr. ROMEE A. TAMSI**  
Chairperson  
Bids and Awards Committee

**DO NOT OPEN BEFORE: DECEMBER 29, 2021, 09:00 am**

Envelope 5  
Label: TECHNICAL COMPONENT  
Contains: Two Envelopes: Envelope 1 and Envelope 2

**TECHNICAL COMPONENT**

**ZAMBOANGA SIBUGAY POLYTECHNIC INSTITUTE**

F.L. Peña, Kabasalan, Zamboanga Sibugay

Bid for: **Provision of Security Services for the CY 2021**

Submitted by : *Bidder's Company Name*  
*Bidder's Contact Details*

Submitted to : **Mr. ROMEE A. TAMSI**  
Chairperson  
Bids and Awards Committee

**DO NOT OPEN BEFORE: DECEMBER 29, 2021, 09:00 am**

Envelope 6  
Label: FINANCIAL COMPONENT  
Contains: Envelop 3 and Envelop 4

**FINANCIAL COMPONENT**

**ZAMBOANGA SIBUGAY POLYTECHNIC INSTITUTE**

F.L. Peña, Kabasalan, Zamboanga Sibugay

Bid for: **Provision of Security Services for the CY 2021**

Submitted by : *Bidder's Company Name*  
*Bidder's Contact Details*

Submitted to : **Mr. ROMEE A. TAMSI**  
Chairperson  
Bids and Awards Committee

**DO NOT OPEN BEFORE: DECEMBER 29, 2021, 09:00 am**

Envelope 7  
Label: TECHNICAL AND FINANCIAL COMPONENTS  
Contains: Envelop 5 and Envelop 6

**TECHNICAL AND FINANCIAL COMPONENTS**

**ZAMBOANGA SIBUGAY POLYTECHNIC INSTITUTE**

F.L. Peña, Kabasalan, Zamboanga Sibugay

Bid for: **Provision of Security Services for the CY 2021**

Submitted by : *Bidder's Company Name*  
*Bidder's Contact Details*

Submitted to : **Mr. ROMEE A. TAMSI**  
Chairperson  
Bids and Awards Committee

**DO NOT OPEN BEFORE: DECEMBER 29, 2021, 09:00 am**

Properly seal and mark all eligibility documents upon submission.

