

# **CLARK INTERNATIONAL AIRPORT CORPORATION**

Corporate Office Building, Clark Civil Aviation Complex, Clark Freeport Zone, Philippines 2023  
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## **BIDDING DOCUMENTS**

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**Project ID No: CIAC-BAC-Goods-P76**

# **CONTRACTING THE SERVICES OF EIGHTY-FIVE (85) PRIVATE SECURITY AGENCY GUARDS**

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**LOCATION: Clark Freeport Zone, Philippines**

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – **Government** Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

## INVITATION TO BID FOR CONTRACTING THE SERVICES OF EIGHTY-FIVE (85) PRIVATE SECURITY AGENCY (PSA) GUARDS

1. The **Clark International Airport Corporation (CIAC)**, through the Corporate Budget for CY 2024, intends to apply the sum of **Thirty Four Million Eight Hundred Fifty One Thousand Nine Hundred Twenty Pesos & 05/100 only (PHP34,851,920.05) VAT-inclusive [CIAC-BAC-Goods-P76]** being the Approved Budget for the Contract (ABC) to payments under the contract for Contracting the Services of Eighty-Five (85) Private security Agency (PSA) Guards. Bids received more than the ABC shall be automatically rejected at bid opening.
2. The CIAC now invites bids for the Contracting of the Services of Eighty-Five (85) Private Security Agency (PSA) Guards. Delivery of the Services is required for Ten (10) months commencing from March 01 to December 31, 2024. Bidders should have completed, with a satisfactory rating, within five (5) years, from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective Bidders may obtain further information from CIAC and inspect the Bidding Documents at the address given below from 8:00 a.m to 5:00 p.m., Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **January 25, 2024 until the deadline for the Submission of Bids** from the given address and websites below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos (Php25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for bidding document fee in person. Bidder can also present proof of payment via electronic means/email.



6. The CIAC will hold a Pre-Bid Conference on **February 01, 2024 (Thursday), 10:00am at the Clark International Airport Corporation Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone** and through video conferencing via Zoom Application which shall be open to prospective bidders. Prospective bidders who are interested to participate in the Pre-bid Conference shall inform the CIAC-BAC and coordinate with the BAC Secretariat through the email addresses provided below.
7. Bids must be duly received by the BAC Secretariat through manual submission **at the Records Management Division (RMD) Office, CIAC Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Pampanga on or before February 13, 2024 (Tuesday), 10:00am**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **February 13, 2024 (Tuesday), 10:15am at the CIAC Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone** and through video conferencing via Zoom Application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The CIAC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
  
**Secretariat of the BAC**  
Clark International Airport Corporation  
CIAC Corporate Office Building, Clark Civil Aviation Complex, Clark Freeport Zone  
Philippines 2023  
Telephone Nos.: [+6345] 599-2888 local 181-182  
E-mail Addresses: **ciac\_bacsecretariat@yahoo.com; ciac\_bacsecretariat@ciac.gov.ph**  
Web Address: **http://www.ciac.gov.ph**
12. You may visit the following websites:  
For downloading of Bidding Documents:  
PhilGEPS: [www.philgeps.gov.ph](http://www.philgeps.gov.ph)  
CIAC: [www.ciac.gov.ph](http://www.ciac.gov.ph)

Date of Issue: January 25, 2024

**Atty. RUSTICO D. QUIZON III**  
BAC Chairperson



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

## 1. Scope of Bid

The CIAC wishes to receive Bids for the project: Contracting the Services of Eighty-Five (85) Private security Agency (PSA) Guards.

The Procurement Project (referred to herein as “Project”) is composed of supply of labor, materials, tools and equipment for the security services requirement, 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 CY2024 in the amount of **Thirty Four Million Eight Hundred Fifty One Thousand Nine Hundred Twenty Pesos & 05/100 only (PHP34,851,920.05) VAT-inclusive.**

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

## 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 limited to those allowed under the rules may participate in this Project.

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

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

The Procuring Entity has prescribed that Subcontracting is not allowed.

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

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

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the

equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

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

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

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

### **14. Bid Security**

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

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

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

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

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

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

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

### **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 **ITB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 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**

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR

Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

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

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

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



# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Security Services which include supply of labor, materials, tools and equipment;</li> <li>b. completed, with a satisfactory rating, within five (5) years, from the date of submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed for this project.
12	Not Applicable.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>1. <b>The amount of Six Hundred Ninety Seven Thousand Thirty Eight Pesos &amp; 40/100 Only (PHP697,038.40)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>2. The amount of <b>One Million Seven Hundred Forty Two Thousand Five Hundred Ninety Six Pesos Only (PHP1,742,596.00)</b> if bid security is in Surety Bond.</li> </ul>
19.3	Not applicable.
20	<p>Only tax returns filed, and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p>The Bidder shall submit Certified True Copy of the following documents filed using the Electronic Filing and Payment System (EFPS):</p> <ul style="list-style-type: none"> <li>a. <b>INCOME TAX RETURN</b>- refer to the latest ITR (BIR Form No. 1702 for Corporation and Partnership) for the Calendar/Fiscal Year 2021; and</li> <li>b. <b>BUSINESS TAX RETURNS</b>- refers to the: <ul style="list-style-type: none"> <li>Pursuant to the Revenue Memorandum circular No. 5-2023 dated January 3, 2023, which states that "<b>beginning January 1, 2023, the filing and payment required under this subsection shall be done within twenty-five (25) days following the close of each taxable quarter</b>" In this regard, VAT-registered taxpayers are not required to file the Monthly Value Added Tax Declaration (BIR Form No. 2550M) for transactions starting January 1, 2023 but will instead file the corresponding Quarterly Value Added Tax Return (BIR Form No.</li> </ul> </li> </ul>

	<p>2550Q) within twenty-five (25) days following the close of each taxable quarter when the transactions transpired.</p> <p>For Income Tax Returns:</p> <p>For participants already with an Annual ITR, Latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.</p> <p>For Latest Business Tax Return:</p> <p>Refers to the Value Added Tax (VAT) or Percentage tax returns covering the previous six months. For those with less than six (6) months of operations, this refers to the monthly business tax return filed to date.</p> <p>c. National Privacy Commission (NPC) Certificate of Registration</p> <p>d. The following documentary requirements shall be submitted during the Evaluation process within five (5) calendar days upon receipt of the Notice of Lowest Calculated Bid from CIAC-BAC to wit:</p> <ol style="list-style-type: none"> <li>1. Availability of pertinent documents such as purchase order, proof of ownership, licenses, etc., for all tools and equipment stated in Article 7 hereof to be used exclusively for the said project;</li> <li>2. Valid Certificate of License to Operate issued by PNP-SOSIA;</li> <li>3. Valid Certificate of Accreditation issued by CDC.</li> <li>4. Valid certification of Good Standing and/or Non-pending Case issued by the PNP-SOSIA and PADPAO covering the last quarter of 2022;</li> <li>5. Certification of Satisfactory Rating issued by the Procuring Entity for the most recent similar contract;</li> <li>6. Valid Certificate of Registration issued by PADPAO;</li> <li>7. Resume of 100% of the required Security deployment and or with Basic Aviation Security Training Certificate;</li> <li>8. Resume of the two (02) Shift in Charge (SIC); Two (02) Intelligence and Investigation (I and I) Operatives; two (02) Radio Operators and one (01) Detachment Commander with Private Security Officers License;</li> <li>9. Clearance from the existing security provider and CIAC Management in case of absorption of existing guards deployed in CIAC.</li> </ol>
21.1	Not applicable.

## ***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 and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

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

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

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

## ***Section V. Special Conditions of Contract***

# Special Conditions of Contract

GCC Clause	
1	<p>The Procuring Entity is Clark International Airport Corporation.</p> <p>The Project is: <b>“CONTRACTING THE SERVICES OF EIGHTY-FIVE (85) PRIVATE SECURITY AGENCY (PSA) GUARDS”</b></p> <p>The Project Site is the Clark International Airport Corporation, Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Pampanga</p> <p>The Funding Source is:</p> <p>Government of the Philippines (GOP) through Corporate Budget for the CY 2024 in the amount of <b>Thirty Four Million Eight Hundred Fifty One Thousand Nine Hundred Twenty Pesos &amp; 05/100 only (PHP34,851,920.05) VAT-inclusive.</b></p> <p>The Procuring Entity’s address for Notices is:</p> <p><b>Atty. RUSTICO D. QUIZON III</b>            CIAC-BAC Chairperson            Thru: Secretariat of the BAC            CIAC Corporate Office Building            Civil Aviation Complex, Clark Freeport Zone, Philippines 2023            Telephone Nos.: [+6345] 599-2888 local 181-182              E-mail Address: ciac_bacsecretariat@yahoo.com; ciac_bacsecretariat@ciac.gov.ph            Web Address: <a href="http://www.ciac.gov.ph">http://www.ciac.gov.ph</a></p> <p>The Supplier’s address for Notices is: _____</p> <p><b>Delivery and Documents</b></p> <p>Delivery of the Security Services shall be made by the Supplier/Contractor on a monthly basis covering the period in accordance with the terms in the Schedule of Requirements.</p> <p>Upon delivery of the Security Services to the project site, the Contractor shall notify the Procuring Entity and submit the following documents:</p> <ol style="list-style-type: none"> <li>1. Original and four (4) copies of the Monthly Deployment Report (MDR) duly accomplished by the Contractor at the end of month stating the names of the guards and supervisors, salary rates and actual attendance;</li> <li>2. Proof of remittances of premiums to SSS, PhilHealth, Pag-IBIG Fund and ECC for the benefit of the security guards.</li> </ol> <p>The Procuring Entity’s Representative at the Project Site is Chito Z. De Mesa</p>

2.2	<p>The currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.</p> <p>Payment using Letter of Credit (LC) is not allowed.</p> <p>The terms of payment are specified under Article 6 of Section VII Technical Specifications.</p> <p>Pursuant to the DOTr Department Order, no advance payment or mobilization fees shall be extended or paid to the service provider, contractor or supplier.</p>
4	<p>The Procuring Entity or its representative shall have the right to inspect and/or to test all materials and equipment under Section VII (Technical Specification) to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity.</p>



## *Section VI. Schedule of Requirements*

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Contracting the Services of Eighty-Five (85) Private Security Agency Guards	- 79 Security Guards - 2 Shift-In-Charge - 2 Intelligence and Investigation Personnel - 2 Radio Operators	85	Deployment of Eighty-Five (85) Private Security Agency Guards with One (1) Chief Security Officer/ Detachment Commander (without additional cost to CIAC) commencing 1 January 2024 until 31 December 2024.

Conforme:

\_\_\_\_\_  
Name and Signature of Authorized Signatory

## ***Section VII. Technical Specifications***

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

# Technical Specifications

Item	Specification
<b>Article 1</b>	<p><b>SCOPE OF WORK AND SERVICES</b></p> <p>The scope of work and services include the provision of all necessary personnel, vehicles, equipment, materials, personnel and logistics supervision and other items necessary to perform, provide and maintain security services for CIAC Security requirements.</p> <p>The following shall be the duties and responsibilities of the Eighty-Five (85) Private Security Agency Guards including two (2) qualified Shift-In-Charge (SIC), two (2) Intelligence and Investigation (I and I) Operatives, and two (2) Radio Operators to wit:</p> <p><b>PRIVATE SECURITY AGENCY GUARDS</b></p> <ol style="list-style-type: none"> <li>1. Strictly implement standing rules, regulations, guidelines and policies laid down by the CIAC management;</li> <li>2. Protect and prevent loss of lives and damage to properties within the assigned area of responsibility;</li> <li>3. Secure and conduct patrolling of the CIAC facilities and installations within the CIAC areas of responsibility;</li> <li>4. Secure every access points; check all vehicles, persons and their items before allowing entry into the area of responsibility;</li> <li>5. Report and provide assistance in cases of any sign of disorder, riots, strike or any serious violation of the law;</li> <li>6. Provide assistance in cases of emergency situations, such as, but not limited to, vehicular accident, fire, typhoon, or natural calamities;</li> <li>7. Gather, analyze and provide information that may affect security operations.</li> <li>8. Perform tasks in accordance with the Eleven General Orders, Code of Ethics and Code of Conduct of Security Guards as provided for in RA 11917;</li> <li>9. Prohibit the commission of any unlawful or illegal acts within the area of responsibility;</li> <li>10. Prevent the proliferation/entry of illegal settlers, all kinds of construction materials, farm implements, all kinds of animals, vehicles, seedlings such as palay, corn, fruit bearing trees, and all other crops.</li> <li>11. Prepare for and participate in other CIAC planned security operations such as but not limited to occasional visibility patrol and provision of</li> </ol>

	<p>crowd control during special events/activities and for possible deployment for a specified period when the need arises.</p>
<p><b>Article 2</b></p>	<p><b>PERSONNEL QUALIFICATIONS:</b></p> <p>The contractor shall provide CIAC a total number of Eighty-Five (85) Private Security Agency Guards including Two (2) qualified Shift-In-Charge, Two (02) Intelligence and Investigation Operatives, Two (2) Radio Operators. One (1) Chief Security Officer/Detachment Commander must also be provided (without additional cost to CIAC). The Shift-In-Charge, Intelligence and Investigation personnel, and Radio Operators must be at least with 72 units college earned of any course and with valid Security Officer`s License. The One (01) Chief Security Officer/Detachment Commander must be a graduate of any four-year course, should possess a valid Security Officer`s License and must be a Certified Security Professional (CSP).</p> <p>Private Security Agency Guards to be deployed, in addition to the qualifications set forth under Rule V of RA 11917 in order to be employed as security guards, must conform to the following minimum qualifications required by CIAC, to wit:</p> <ol style="list-style-type: none"> <li>1. Must have valid security license issued by the PNP-SOSIA;</li> <li>2. Must have a current two (2) years validity from date of issue Basic Security Training Certificate issued by an accredited Security Training School;</li> <li>3. Must have a current one (01) year validity from date of issue Basic Aviation Security Training Certificate issued by an accredited Aviation Security Training School and must be a License Radio Operators.</li> <li>4. Ninety-Three percent (93%) or Seventy-Nine (79) of the required security deployment must be at least high school graduate and the other Seven percent (7%) or Six (6) of the required security deployment must have completed at least 72 units of college. Two (2) from the six (6) security requirements must be a Certified Security Investigators Specialist and certified by PNP SOSIA.</li> <li>5. Preferably 5 feet 4 inches in height for male and 5 feet 2 inches for female, and at least 21 but not more than 50 years old;</li> <li>6. Must be of good moral character;</li> <li>7. Must be physically and mentally fit for security duty;</li> <li>8. Conversant with the English language;</li> <li>9. With pleasing personality.</li> </ol> <p>Note: CIAC shall not hire security personnel with previous criminal or administrative case(s) and/or terminated with cause from the</p>

	service.									
<b>Article 3</b>	<p><b>ASSIGNMENT/REPLACEMENT OF SECURITY PERSONNEL</b></p> <ol style="list-style-type: none"> <li>1. Initial deployment of security personnel must have the prior approval of the CIAC Management. In the event that new security personnel will be deployed, the same must have passed the interview, screening and selection process of the CIAC Management prior to deployment and Certification of Acceptance issued by SD.</li> <li>2. The post location or assignment of security personnel to be deployed shall be determined by the SD Supervisors based on Security Risk Assessment. The SD, whenever the situation warrants, may change the said post location or assignment of security personnel without prior notice to the Contractor.</li> <li>3. No changes, replacement, or substitution of security personnel shall be made by the Contractor without prior approval of the CIAC Management.</li> <li>4. CIAC, upon the recommendation of its SD, may order the immediate replacement of any security personnel found to be unsatisfactorily performing his/her duties and responsibilities without the need for any further justification.</li> <li>5. CIAC may, upon a written request, increase and/or decrease the present number of contracted security personnel whenever the exigency of service or emergency situation so requires, pursuant to Annex D Sections 1.2 to 1.4 of IRR of RA 9184.</li> </ol>									
<b>Article 4</b>	<p><b>SCHEDULE OF WORK</b></p> <p>The Contractor shall deploy the total number of contracted security personnel in <i>two (2) shifts at twelve (12)-hour tour of duty</i> including Saturdays, Sundays and Holidays. The schedule of deployment of security personnel shall be as follows:</p> <p style="text-align: center;"><b>FIRST SHIFT                    -----        7:00 AM to 7:00 PM</b></p> <p style="text-align: center;"><b>SECOND SHIFT                  -----        7:00 PM to 7:00 AM</b></p> <p>The Eighty-Five (85) Private Security Agency Guards including Two (2) qualified Shift-In-Charge, two (2) Intelligence and Investigation Operatives, and two (2) Radio Operators. One (1) Detachment Commander without additional cost to CIAC, shall be deployed at the following areas:</p> <table border="1" data-bbox="384 1823 1342 2033"> <thead> <tr> <th style="text-align: center;">POST LOCATION</th> <th style="text-align: center;">1<sup>ST</sup> SHIFT</th> <th style="text-align: center;">2<sup>ND</sup> SHIFT</th> </tr> </thead> <tbody> <tr> <td>1. Corporate Office Building (COB)</td> <td style="text-align: center;">3</td> <td style="text-align: center;">2</td> </tr> <tr> <td>2. CIAC Annex Building</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	POST LOCATION	1 <sup>ST</sup> SHIFT	2 <sup>ND</sup> SHIFT	1. Corporate Office Building (COB)	3	2	2. CIAC Annex Building	1	1
POST LOCATION	1 <sup>ST</sup> SHIFT	2 <sup>ND</sup> SHIFT								
1. Corporate Office Building (COB)	3	2								
2. CIAC Annex Building	1	1								

3. CIAC Warehouse, Carpentry and Motorpool	1	1
4. CIAC Transient Building	1	1
5. Peninsula Building	1	1
6. Four Season Building	1	1
7. JC Mall Building	1	1
8. Gotodenshi	1	1
9. TGA Foods Building	1	1
10. Asia Luxe Building	1	1
11. Asaphil Building	1	1
12. Oriental Duty-Free Building	1	1
13. Secomp Building	1	1
14. Oasis Building	1	1
15. Solid Master Building	1	1
16. Phoenix Resort Building	1	1
17. Ricon Gate 1	2	2
18. Ricon Gate 2	1	1
19. Dinosaur Island Access Point	1	1
20. Kamikaze 1	1	1
21. Kamikaze 2	1	1
22. OMNI Gate	1	1
23. SCTEX Gate	1	1
24. SAMANAKA Gate 1	1	1
25. SAMANAKA Gate 2	1	1
26. Sapang Balen 1	1	1
27. Quitangil	1	1
28. MC Patrol	10	10

29. Alpha Base (Radio Room)	1	1
30. Intelligence and Investigation	1	1
31. Shift-In-Charge (SIC)	1	1
Sub-total	43	42
<b>TOTAL</b>	<b>85</b>	

The Contracted Private Security Guards may be posted to any of the above given post locations or any other locations that may be assigned as determined by the Security Department (SD).

*There shall be no case that the Contractor/Agency will adopt a new shifting schedule other than what is prescribed by the TOR, unless approved by the CIAC Management.*

<b>Article 5</b>	<p><b>UNIFORM AND APPEARANCE STANDARDS</b></p> <p>Following shall be the Appearance Standards for the Eighty-Five (85) Private Security Agency Guards:</p> <ol style="list-style-type: none"> <li>1. All contracted security personnel shall wear the prescribed set of uniform in accordance with RA 11917 and or a special set of security uniform as prescribe by the SD and approved by PNP SOSIA.</li> <li>2. Uniform of the contracted security personnel shall be neat and clean in appearance and shall be worn appropriately. Motorcycle Patrols shall wear a rider boot.</li> <li>3. The contracted Private Security Agency Guards shall have a complete security paraphernalia, to wit: <ol style="list-style-type: none"> <li>a) Service Firearm (as needed and required)</li> <li>b) Handcuff</li> <li>c) Flashlight</li> <li>d) Reflective Safety Vest (Red/Orange in color)</li> <li>e) First Aid Kit</li> <li>f) Baton</li> <li>g) Whistle</li> <li>h) Pocket Notebook</li> <li>i) Ball Pen</li> </ol> </li> <li>4. Contracted security personnel must be initially provided by the agency with at least two (2) sets of security uniform, a pair of shoes (Charol and/or Combat Boot), rain coat and rain boots;</li> <li>5. No security guards shall be deployed within CIAC premises without any of the following: appropriate uniform, License to Exercise Security Profession (LESP), Duty Detail Order (DDO) and the</li> </ol>
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	required firearm and equipment.
<b>Article 6</b>	<p><b>SCOPE AND METHOD OF PAYMENT</b></p> <ol style="list-style-type: none"> <li>1. Payment shall be made on a monthly basis and shall be based on the actual number of personnel deployed as verified and certified by the Security Department.</li> <li>2. The Contractor shall open an ATM Payroll account with any Commercial Bank intended, exclusively, for salary payment of its security personnel deployed in CIAC within fifteen (15) days upon the start of the contract.</li> <li>3. A duly notarized Affidavit stating that all the personnel listed in the billing statement were fully paid including authenticated copies of Official Receipts of Monthly Payments made to SSS, Pag-IBIG Fund and PhilHealth shall be required from the winning Agency during submission of billing statement to CIAC to protect continuous compliance of the Agency on its legal obligations.</li> </ol> <p>Note: For other related benefits or payments, such as the application of the Service Incentive Pay/Leave (SIP/SIL) which is mandated by Article 95(a) of the Labor Code, such must be assessed accordingly and shall be applied only to the employees who are qualified to receive the same.</p> <ol style="list-style-type: none"> <li>4. The winning bidder shall submit its monthly billing statement on or before the 20<sup>th</sup> of the month.</li> </ol> <p>Note: The Winning Bidder shall post a cash bond to CIAC which is equivalent to one (1) month of billing statement for the services rendered. The amount of the cash bond shall depend on the stipulated contract price per month. In case of delay in the payment guard's salary (which shall not exceed to 1 month), the salary shall be paid through the cash bond. Hence the Winning Bidder is required to replenish the depleted cash bond without the need of notice from CIAC.</p>
<b>Article 7</b>	<p><b>EQUIPMENT AND MATERIALS</b></p> <p>The Contractor shall provide all security equipment, tools and materials and must be in conformity to applicable standards and shall be covered with appropriate and valid licenses and documents, particularly for issued firearms, hand-held radios, vehicles, motorcycles, etc. A summary inspection report of all equipment, radios and firearms shall be submitted daily to the Security Department for record/notation.</p>



Item No.	Description	Quantity
1.	Pistol - 9mm semi-automatic with 2 magazines, basic load of ammunitions. (Full Metal Jacket/ New Ammos)	43 units
2.	Vehicle – AUV type or equivalent with CIAC logo and marked with “Security” on both sides to be used for roving inspections/visibility patrols.	4 units
3.	Motorcycle – not less than 200 cc (Four Strokes) for patrolling every sector area. 5 units must be an Enduro type with off-road capability and other 5 units designed for patrolling on paved road equip with beacon light.	10 units
4.	Handheld Radios – UHF operating frequency (NTC- licensed).	43 units
5.	12 Gauge Shotgun (branded with butt), sling and basic load ammunitions.	5 units
6.	Handheld Metal Detectors, 9-volt battery powered, 2KH2 audio frequency, 95 KH2 operating frequency.	5 units
7.	Radio spare batteries	43 pieces
8.	All weather reflective vests marked with “Security”	85 pieces
9.	Individual baton	85 pieces
10.	Under chassis inspection mirror with steel handle wheels.	10 pieces
11.	Search light (Re-chargeable candle power spotlight)	14 pieces
12.	Megaphone	4 pieces

**Note:**

1. All equipment above shall be in good operational condition, and must pass the testing of the SD prior to the contract implementation.

	<p>2. Vehicle and motorcycles to be provided by the winning bidder must be at least five (5) year-old model.</p>
<p><b>Article 8</b></p>	<p><b>OTHER REQUIREMENTS AND CONDITIONS:</b></p> <p>A. The following documentary requirements shall be submitted during the Evaluation process within five (5) calendar days upon receipt of the Notice of Lowest Calculated Bid from CIAC-BAC to wit:</p> <ol style="list-style-type: none"> <li>1. Availability of pertinent documents such as purchase order, proof of ownership, licenses, etc., for all tools and equipment stated in Article 7 hereof to be used exclusively for the said project;</li> <li>2. Valid Certificate of License to Operate issued by PNP-SOSIA;</li> <li>3. Valid Certificate of Accreditation issued by CDC.</li> <li>4. Valid certification of Good Standing and/or Non-pending Case issued by the PNP-SOSIA and PADPAO covering the last quarter of 2023;</li> <li>5. Certification of Satisfactory Rating issued by the Procuring Entity for the most recent similar contract;</li> <li>6. Valid Certificate of Registration issued by PADPAO;</li> <li>7. Resume of 100% of the required Security deployment with Basic Aviation Security Training Certificate;</li> <li>8. Resume of the two (02) Shift in Charge (SIC); Two (02) Intelligence and Investigation (I and I) Operatives; two (02) Radio Operators and one (01) Detachment Commander with Private Security Officers License;</li> <li>9. Clearance from the existing security provider and CIAC Management in case of absorption of existing guards deployed in CIAC.</li> </ol> <p><b>B. Pre-Deployment Requirements.</b></p> <p>Prior to deployment of all security personnel, the following shall be provided by the Contractor:</p> <ol style="list-style-type: none"> <li>1. Pre-licensing Security Training Certificate of all Security Guards to be deployed;</li> <li>2. Basic Aviation Security Training Certificate of all Security Guards to be deployed and/or AVSEC Refresher Course Certificate;</li> <li>3. Security Investigation Specialist Certificate of the two (2) Intelligence and Investigation Operatives;</li> <li>4. Barangay, Police and NBI Clearance of all Security Guards to be deployed;</li> </ol>

5. Drug Test and Neuro-Psychiatric Exam Results, from PNP accredited laboratory and evaluation centers, of all Security Guards;
6. Result of Medical Certificate (Fit to Work) and Physical Examination of all Security Guards;
7. Firearm Proficiency Training Certificate from SOSIA Accredited Training Center;
8. Results of the screening and selection process of the CIAC Management in accordance with the Terms of Reference (TOR);
9. Attend the Aviation Security Awareness Seminar (ASAS) as required by LIPAD.

The Contractor must coordinate with the LIPAD-ASD for the planning/scheduling of the abovementioned seminar at least a week prior to deployment. Any incidental expenses in conducting the said orientations/seminars (e.g. refreshment, honoraria etc.) shall be shouldered by the Contractor.

**Note: Under no circumstances that the Contractor shall deploy any of its security guards without attending to the above stated orientations/seminars.**

10. COVID-19 Vaccination Card (Fully Vaccinated; 1<sup>st</sup> and 2<sup>nd</sup> Dose)
11. Certified True copies of necessary tests such as, but not limited to, medical examination, neuro-psychiatric and drug tests shall be submitted to the CIAC Security Department for verification/authentication that such tests were conducted by a DOH accredited medical testing facility.

**10. During Contract Implementation:**

1. All security personnel including Shift-in-charge must secure a Restricted Radio Telephone Operator's Certificate for Radio Land Mobile Permit (RLMP) issued by the National Telecommunication Commission (NTC).
2. The Contractor shall ensure that its security guards shall familiarize themselves with CIAC's officers and personnel, and must accord to them the highest respect and courtesy at all times.
3. Guards who will be found out with any records of drugs, violent crimes, theft of any type and extortion, fraud and/or forgery shall be recommended for replacement.
4. The Contractor shall strictly comply with its duties and obligations as provided for in its Security Services Contract and shall perform it in accordance with CIAC standards and practices.
5. The Contractor must maintain throughout the contract period competent personnel, adequate supplies of equipment, and tools to provide said services. It shall be directly responsible for the work shift schedule,

	<p>deployment and posting and relieving of its security personnel.</p> <ol style="list-style-type: none"> <li>6. The Contractor being the employer shall assume full responsibility for the acts of its security personnel during the performance of their duties.</li> <li>7. The Contractor shall prevent entry of additional Informal Settler/s (IS) within CIAC Area of Responsibility (CIAC-AOR) and that existing IS shall not be allowed to erect or build new structures.</li> <li>8. The Contractor shall ensure all its security personnel must have received the primary series of COVID-19 vaccination (1<sup>st</sup> and 2<sup>nd</sup> dose with or without booster) .</li> <li>9. The Contractor shall be responsible for the safety of their employees in the conduct of security services. Adherence to all safety and security measures and procedures prescribed by CIAC Management shall be observed. The Contractor must also provide his employees with a group life insurance with a minimum coverage of One Hundred Thousand Pesos (PHP100,000.00) each guard within Thirty (30) days after deployment.</li> <li>10. After the result of investigation conducted by CIAC, the Contractor shall be responsible and accountable in all losses and/or damages in their areas of responsibility due to theft and pilferages as a result of negligence on the part of its security personnel.</li> <li>11. The Contractor must have an office located within the Angeles City, Clark or Mabalacat City area within the duration of the contract which must be established within fifteen (15) days after initial deployment, in order to maintain close coordination and communication with the Contractor.</li> <li>12. The Contractor through its Shift-In-Charge(s) shall submit every morning to CIAC-SD the shift guard mounting reports/Daily Time Records (DTR), as well as reports of all incidents of loss, injury or damage to life and property, involving CIAC’s property and personnel or any other incidents that occurred in its area of responsibility during the previous day.</li> <li>13. The Contractor must provide and install at least one (1) unit of biometric time keeping system to monitor the attendance of its security personnel.</li> <li>14. CIAC shall have access to records of payment of salaries and/or right to audit over the payroll of the Contractor.</li> <li>15. The winning Bidder must have conducted seminar on Gender and Development (GAD) at least within 6 months of the contract implementation.</li> </ol>
<p><b>Article 9</b></p>	<p><b>PERFORMANCE EVALUATION AND INSPECTION</b></p> <ol style="list-style-type: none"> <li>1. Daily inspection (per shift) of vehicles, tools, equipment, and other related requirements will be conducted by the SD Shift Inspector (Security Operations Officer III) to determine its compliance with the prescribed technical specifications and operational readiness.</li> </ol>

2. Summary of daily Discrepancy/Violations of Individual Guards shall be submitted by the SD Supervisors on a monthly basis. In addition, assessment of the performance of the Contractor in terms of Contract Compliance, Personnel requirements/attendance, Supplies Inspection, Vehicle & Equipment Compliance and Inspection, Discrepancy or Losses on assigned AOR, Discrepancy/Violations of Individual Guards, will form part of the Semi-Annual Performance Review of the Contractor. The SD Manager shall evaluate the same, and endorse it to the management for appropriate action.

<b>Article 10</b>	<p><b>ACTION ON OFFENSES</b></p> <p>CIAC shall impose the appropriate penalties and sanctions on any violation or negligence on the part of the Contractor in the performance of its duties and obligations under its Service Contract.</p> <p>Among others, the following infraction shall be considered violations of the contract;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 65%; text-align: center;"><b>AGENCY VIOLATION/S</b></th> <th style="width: 30%; text-align: center;"><b>PENALTY</b></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a)</td> <td>AGENCY failed to complete the required number of security guards in any shift, on any given time.</td> <td>Deduction of Php 10,000 per guard from the month billing.</td> </tr> <tr> <td style="text-align: center;">b)</td> <td>AGENCY assigned/deployed any security personnel for more than 13-hour work duty except during inclement weather, calamities, or disasters and/or as authorized by the CIAC Management.</td> <td>Deduction of Php1,000 per guard from the billing.</td> </tr> <tr> <td style="text-align: center;">c)</td> <td>AGENCY failed to issue duly licensed firearm or any other required paraphernalia (as specified under Article 5, Item 3) to posted guard.</td> <td>Deduction from the billing of Php10,000 per post/item per shift.</td> </tr> <tr> <td style="text-align: center;">d)</td> <td>Agency failed to issue the equipment required by the Contract, like vehicles, motorcycles, communication equipment, metal detectors etc. or has issued, but unserviceable.</td> <td>Deduction from the billing of Php5,000 per post/item per day.</td> </tr> <tr> <td style="text-align: center;">e)</td> <td>AGENCY issued a defective firearm or unserviceable/unusable/substandard paraphernalia (as specified in Article 5, Item 3) to a posted guard.</td> <td>Deduction from the billing of Php10,000 per post/item</td> </tr> </tbody> </table>			<b>AGENCY VIOLATION/S</b>	<b>PENALTY</b>	a)	AGENCY failed to complete the required number of security guards in any shift, on any given time.	Deduction of Php 10,000 per guard from the month billing.	b)	AGENCY assigned/deployed any security personnel for more than 13-hour work duty except during inclement weather, calamities, or disasters and/or as authorized by the CIAC Management.	Deduction of Php1,000 per guard from the billing.	c)	AGENCY failed to issue duly licensed firearm or any other required paraphernalia (as specified under Article 5, Item 3) to posted guard.	Deduction from the billing of Php10,000 per post/item per shift.	d)	Agency failed to issue the equipment required by the Contract, like vehicles, motorcycles, communication equipment, metal detectors etc. or has issued, but unserviceable.	Deduction from the billing of Php5,000 per post/item per day.	e)	AGENCY issued a defective firearm or unserviceable/unusable/substandard paraphernalia (as specified in Article 5, Item 3) to a posted guard.	Deduction from the billing of Php10,000 per post/item
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c)	AGENCY failed to issue duly licensed firearm or any other required paraphernalia (as specified under Article 5, Item 3) to posted guard.	Deduction from the billing of Php10,000 per post/item per shift.																		
d)	Agency failed to issue the equipment required by the Contract, like vehicles, motorcycles, communication equipment, metal detectors etc. or has issued, but unserviceable.	Deduction from the billing of Php5,000 per post/item per day.																		
e)	AGENCY issued a defective firearm or unserviceable/unusable/substandard paraphernalia (as specified in Article 5, Item 3) to a posted guard.	Deduction from the billing of Php10,000 per post/item																		

f)	AGENCY posted a guard/reliever that is not qualified as per Contract.	Deduction from the billing of Php5,000 per guard per day.
g)	AGENCY failed to issue the required ammunitions as per Contract or has issued defective ammunitions.	Deduction from the billing of Php 5,000 per unavailable ammo.
h)	AGENCY failed to submit its monthly billing statement for the prescribed period of submission i.e., within One (1) month after the billing period.	Deduction from the billing of Php1,000 per day for each day of delay of submission.
i)	AGENCY failed to give the prescribed uniform allowance and service incentive pay.	Deduction from the billing equivalent to the amount not given to the guard.

CIAC shall impose on the Contractor the penalties for offenses committed by its security guards as listed below:

OFFENSES		PENALTY
a)	Abandonment of post by the assigned security personnel without being properly relieved;	<ul style="list-style-type: none"> <li>• Deduction of Php5,000 per guard involved from the billing.</li> <li>• The guard shall be recommended for replacement.</li> </ul>
b)	Involvement of contracted security personnel in extortion or mulcting activities and other offenses punishable by law and company policy committed within the Area of Responsibility (AOR);	<ul style="list-style-type: none"> <li>• Deduction of Php10,000 per guard involved from the billing.</li> <li>• Replacement of the involved guard/s' upon receipt of notice from CIAC.</li> </ul>
c)	Security guard found sleeping on duty.	<ul style="list-style-type: none"> <li>• Deduction of Php5,000 per guard from the billing.</li> <li>• Suspension or replacement of the guard upon recommendation of the</li> </ul>

		SD.
e)	Security guard observed playing with his service firearm or allowed others to play or tinker with his firearm, improper/unsafe handling his firearm or fired his firearm indiscriminately/accidentally.	<ul style="list-style-type: none"> <li>• Deduction of Php5,000 per guard involved from the billing.</li> <li>• Suspension or replacement of the guard upon recommendation of the SD.</li> <li>• The Contractor shall be responsible and accountable in all losses and/or damages (to person and property) incurred by the indiscriminate/accidental firing by its personnel.</li> </ul>
f)	In case of losses and/or damages in their areas of responsibility due to theft and pilferage as a result of negligence on the part of its security personnel.	<ul style="list-style-type: none"> <li>• Deduction from the billing equivalent to the amount of losses and/or damages as determined by the competent authority.</li> </ul>
g)	Under the influence of prohibited drug while in the performance of duty;	<ul style="list-style-type: none"> <li>• Deduction of Php10,000 per guard from the billing and replacement of the guard.</li> </ul>
h)	Taking alcoholic beverages or being drunk while in the performance of duty;	<ul style="list-style-type: none"> <li>• Deduction of Php10,000 per guard from the billing.</li> <li>• Suspension and/or replacement of the guard upon recommendation of the SD.</li> </ul>
i)	Security guard apprehended for alarm scandal or disorderly conduct within the premises of the aviation complex on or off duty.	<ul style="list-style-type: none"> <li>• Deduction of Php10,000 per guard involved from the billing.</li> </ul>

		<ul style="list-style-type: none"> <li>• Replacement of the guard.</li> </ul>
j)	Inappropriate appearance and improper/incomplete uniform of deployed security personnel;	<ul style="list-style-type: none"> <li>• Deduction of Php1,000 per guard from the billing.</li> </ul>
k)	Manifested or display of discourteous or rude manner or failure to render appropriate respect or courtesy to CIAC's official, employee, clientele, passenger or visitor.	<ul style="list-style-type: none"> <li>• Deduction of Php10,000 per guard from the billing.</li> <li>• Suspension/ replacement of the guard.</li> </ul>
l)	Providing confidential information to unauthorized persons.	<ul style="list-style-type: none"> <li>• Deduction of Php20,000 per guard from the billing.</li> <li>• Replacement of the guard.</li> </ul>
m)	Abuse or acting beyond the scope of authority	<ul style="list-style-type: none"> <li>• Deduction of Php10,000 per guard from the billing.</li> <li>• Suspension/Replacement of the guard.</li> </ul>
n)	Failure to carry out lawful orders from immediate superiors (e.g. proper conduct of access control procedures and other standard operating procedures being implemented by the Security Department)	<ul style="list-style-type: none"> <li>• Deduction of Php10,000 per guard from the billing.</li> <li>• Suspension/replacement of the guard.</li> </ul>
o)	Failure to control the construction of new illegal structure/s and/or entry of Informal Settlers (IS)	<ul style="list-style-type: none"> <li>• Deduction of Php100,000 per IS per structure from the billing</li> </ul>

As a due process for the monitoring and recording of any violation committed, the Contractor shall agree to the following:

1. The SD Supervisor shall submit report/s of violation/s committed by the Contractor on a daily/per shift basis.
2. The SD shall furnish the Contractor a summary of its committed violations within fifteen (15) days after each billing period for their information and guidance. The Contractor in turn shall furnish CIAC through the SD its



	<p>corrective action plan regarding the said violations within Two (2) days upon receipt.</p> <p>Thereafter, the SD shall issue Certificate of Service Rendered together with the monthly report of the committed violation(s) by the Contractor, to the Finance Department. The same shall be the basis for the monetary penalty/ deduction to be imposed to the Contractor's billing statement.</p>
<p><b>Article 11</b></p>	<p><b>RIGHTS OF CIAC TO TERMINATE THE CONTRACT</b></p> <ol style="list-style-type: none"> <li>1. It shall be understood herein that the relationship of the Contractor with CIAC is based purely on trust and confidence of the latter with the former and that CIAC shall have the right to terminate the Contract in case of loss of said trust and confidence in the Contractor, upon thirty (30) days prior written notice to the Contractor.</li> <li>2. CIAC shall have the right to terminate the Contract, after a thirty (30) day written notice to the Contractor on any of the following grounds: <ol style="list-style-type: none"> <li>a. When the Contractor's guard has willfully and intentionally or through negligence caused the death of, or has inflicted serious physical injury on any person or any CIAC personnel inside CIAC premises while on official duty.</li> <li>b. When the Contractor's guard through negligence caused irreparable damage to the prestige or any vital interest of CIAC, great destruction of CIAC properties and equipment, or huge economic loss by personal participation.</li> <li>c. When the Contractor has violated other obligation/s under this Contract and refused to comply and/or remedy the violation within the reasonable period given by CIAC.</li> <li>d. When the Contractor fails to pay and/or delay in the delivery of salary, including other benefits to personnel in accordance with the Contract for two (02) consecutive billing periods without just cause.</li> <li>e. When upon result of the audit investigation, CIAC finds the Contractor resorting to unauthorized, illegal, involuntary and unreasonable deductions resulting from underpayment of salaries of guards thereby affecting their state of morale and efficiency.</li> </ol> </li> <li>3. CIAC as its interest may require, shall have the right to cancel or terminate the award of this Contract when the Contractor, upon written notice, fails to comply with or all of the following, before the initial posting: <ol style="list-style-type: none"> <li>a. Present physically to CIAC all the equipage requirement under this Contract, including the security guards to be posted; and/or</li> <li>b. Serious violation of any established/written CIAC policies, rules, and regulations on security management and operations shall constitute</li> </ol> </li> </ol>

	<p>sufficient grounds for the termination of the security services contract without prejudice to CIAC's rights to initiate the appropriate legal action.</p>
<p><b>Article 12</b></p>	<p><b>SEPARABILITY CLAUSE</b></p> <p>If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.</p>
<p><b>Article 13</b></p>	<p><b>DURATION OF THE CONTRACT</b></p> <p>The Contract shall be for a period covering March 01 to December 31, 2024.</p>
<p><b>Article 14</b></p>	<p><b>FREE AND HARMLESS CLAUSE</b></p> <p>The contractor shall indemnify the CIAC against claims or actions filed by the Contractor's guards where the CIAC is made a correspondent/defendant. In the event where the CIAC is subjected to any judicial or administrative action filed by the contractor's guard/personnel, the Contractor shall shoulder all legal expenses that will be incurred by the CIAC in its defense. In the event that the engagement of a counsel would be deemed necessary by the CIAC to defend itself in such cases, the selection of the counsel shall be done at the sole discretion of the CIAC and the Contractor shall fully shoulder the expenses for services performed by the legal counsel.</p>

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
- (b) Pursuant to the Department of Transportation (DOTr) Department Order, the bidder is required to submit a certification, under oath, certifying that said bidder has no pending case(s) against the government.

#### Technical Documents

- (c) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- (d) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

**or**

Original copy of Notarized Bid Securing Declaration; **and**

- (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS);

**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

- (i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (j) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**II. FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form;
- (b) Original of duly signed and accomplished Price Schedule(s); Not Applicable
- and**
- (c) Standard Cost Distribution

## ***IX. Bidding Forms***

# Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

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## BID FORM

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

Project Identification No.: CIAC-BAC-Goods-P76

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

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

If our Bid is accepted, we undertake:

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

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

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

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

_____	_____
_____	_____
_____	_____

(if none, state "None")]

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

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

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

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

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

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

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

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

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

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



***Bid Securing Declaration Form***

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

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

**BID SECURING DECLARATION**

**Project Identification No.:** CIAC-BAC-Goods-P76

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

I/We, the undersigned, declare that:

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

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

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

**[Jurat]**

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

## Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

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### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders,**

**and Warranty Security, shall likewise form part of the Contract.**

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

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**Performance Securing Declaration (Revised)**

*[only acceptable if there is a declaration of state of emergency; otherwise, the performance security forms provided under Section 39 of the 2016 Revised IRR of RA 9184 shall be required to be posted within ten (10) calendar days from receipt of the Notice of Award]*

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

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]  
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

*[Insert signatory’s legal capacity]*

Affiant

**[Jurat]**

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

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

**AFFIDAVIT OF NO PENDING CASE**

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

1. That I am the *[State position in the company]* of *[Name of Company or Bidder's Name]* with office address at *[State office address]*;
2. That no pending civil, criminal and/or administrative case/s has been filed by the Government of the Republic of the Philippines against *[Name of Company or Bidder]* in any forum;
3. That I am executing this statement as part of the eligibility requirement for the project *[State project title]*; and
4. That in the event of finding against the veracity hereof shall constitute a ground for the automatic disqualification of *[Name of Company or Bidder]* for the project *[State project title]*.

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory  
(Affiant's name and signature)

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

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

**NAME OF NOTARY PUBLIC**

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

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



**Statement of all on-going Government & Private Contracts including contracts awarded but not yet started, which are similar or not similar in nature and complexity to the contract to be bid**

---

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

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

Name of Contract	a. Owner's Name b. Address c. Telephone Nos. d. Date of Contract e. Contract Duration	Nature of Work	Contractor's Role		a. Total contract value at award b. Estimated completion time	a. Percentage of planned and actual accomplishment, if applicable b. Value of outstanding works, if applicable
			Description	%		
<b>Government</b>						
<b>Private</b>						

Submitted by : \_\_\_\_\_

(Printed Name & Signature)

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

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

**Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid**

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

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

Name of Contract	a. Owner's Name b. Address c. Telephone Nos. d. Date of Contract e. Contract Duration	Nature of Work	Contractor's Role		a. Total contract value at award b. Date of completion c. Total contract value at completion	a. Percentage of planned and actual accomplishment, if applicable b. Value of outstanding works, if applicable
			Description	%		
<b>Government</b>						
<b>Private</b>						

Note: This statement shall be supported with Certificate of Final Acceptance or Official Receipt/s or Sales Invoice/s issued by the owner.

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

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

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

**STANDARD COST DISTRIBUTION**  
**CONTRACTING THE SERVICES OF EIGHTY-FIVE (85) PRIVATE SECURITY AGENCY**  
**GUARDS**

Daily Rate	550.00	500.00
No. Of Guards	<b>6.00</b>	<b>79.00</b>
Basic Salary Per Month	18,076.67	16,433.33
Overtime Pay for additional 4 hours duty	11,482.08	10,438.25
Night Differential	602.56	547.78
13 Month Pay	1,394.10	1,267.36
Service Incentive Pay (for qualified employees only)	229.17	208.33
Uniform Allowance	100.00	100.00
<b>TOTAL AMOUNT DIRECTLY TO GUARD</b>	<b>31,884.56</b>	<b>28,995.06</b>
Retirement Pay	1,031.25	937.50
SSS Premium	1,900.00	1,900.00
PhilHealth Contribution	451.92	410.83
Mandatory Provident Fund	950.00	855.00
State Insurance	30.00	30.00
Pag-Ibig Fund	150.00	150.00
<b>TOTAL AMOUNT TO GOV'T IN FAVOR OF GUARD</b>	<b>4,513.17</b>	<b>4,283.33</b>
<b>TOTAL AMOUNT TO GUARD AND GOVERNMENT (A+B)</b>	<b>36,397.73</b>	<b>33,278.39</b>
ADMIN. OVERHEAD AND MARGIN EXCLUSIVE OF VAT (20%)	7,279.55	6,655.68
12% VAT	873.55	798.68
<b>TOTAL AMOUNT RATE PER GUARD PER MONTH FOR TWELVE (12) HOURS</b>	<b>44,550.82</b>	<b>40,732.75</b>
TOTAL NUMBER OF GUARDS	6.00	79.00
TOTAL COST PER MONTH	267,304.91	3,217,887.09
<b>TOTAL</b>	<b>2,673,049.13</b>	<b>32,178,870.92</b>
<b>TOTAL COST FOR 10 MONTHS (MARCH-DECEMBER)</b>		<b>34,851,920.05</b>

*Note: Pursuant to Section 32.2.1(a) of the 2016 Revised IRR of Republic Act No. 9184, only zero (0) or dash (-) are the acceptable symbols for items with no monetary value or are offered to the Government for free, except those required by law or regulations to be provided for.*

