

PHILIPPINE BIDDING DOCUMENTS

Procurement of Security Services for PHLPost Central Office and Mega Manila Post Offices

Sixth Edition

Preface

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

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

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

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

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

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid	7
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information	11
3. Bidding Requirements.....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders	11
6. Origin of Goods	12
7. Subcontracts.....	12
8. Pre-Bid Conference.....	12
9. Clarification and Amendment of Bidding Documents.....	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids.....	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids.....	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet.....	17
Section IV. General Conditions of Contract	19
1. Scope of Contract.....	20
2. Advance Payment and Terms of Payment.....	20
3. Performance Security	20
4. Inspection and Tests.....	20
5. Warranty.....	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements.....	27
Section VII. Technical Specifications	28
Section VIII. Checklist of Technical and Financial Documents.....	32

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

INVITATION TO BID
FOR THE PROCUREMENT OF SECURITY SERVICES FOR PHLPOST CENTRAL
OFFICE AND MEGA MANILA POST OFFICES

1. The **Philippine Postal Corporation**, through the CY 2025 Corporate Budget approved by the Board of Directors of this Corporation, intends to apply the sum of **Thirty-Six Million Two Hundred Twenty-Six Thousand Two Hundred Forty-Six Pesos (Php 36,226,246.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Security Services for PHLPost Central Office and Mega Manila Post Offices. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Philippine Postal Corporation now invites bids for the Procurement of Security Services for PHLPost Central Office and Mega Manila Post Offices. Delivery of the goods/services is required within Three (3) years from receipt of Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from the Philippine Postal Corporation and inspect the Bidding Documents at the address given below starting **December 09, 2024** to **January 02, 2025** during office hours and on **January 03, 2025** until 9:00 A.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **December 09, 2024** to **January 02, 2025** during office hours and on **January 03, 2025** until 9:00 A.M from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 25,000.00**.
6. The Philippine Postal Corporation will hold a Pre-Bid Conference on **December 19, 2024** at **9:30** A.M., at the Conference Room, 3rd Floor Annex II Building, Manila Central Post Office Compound, Liwasang Bonifacio, Manila, and/or through video conferencing or webcasting via ZOOM Cloud Meetings application, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the office address indicated below on or before **9:00** A.M. of **January 03, 2025**. 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 **January 03, 2025** at **9:30** A.M. at the Conference Room, 3rd Floor Annex II Building, Manila Central Post Office Compound, Liwasang Bonifacio, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Philippine Postal Corporation 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:
ATTY. LEE P. VICERAL
Chairperson, Bids and Awards Committee (BAC)
Thru:
Bids and Awards Committee Secretariat
3rd Floor, Annex II Building,
Manila Central Post Office Compound,
Liwasang Bonifacio, Manila
Email Address: phlpostbac@yahoo.com
12. You may visit www.phlpost.gov.ph for downloading of Bidding Documents.

(Signed)
ATTY. LEE P. VICERAL
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, PHILIPPINE POSTAL CORPORATION, wishes to receive Bids for the *Procurement of Security Services for PHLPost Central Office and Mega Manila Post Offices*, with identification number *PPC-BAC-2024-26*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2025 in the amount of **Thirty-Six Million Two Hundred Twenty-Six Thousand Two Hundred Forty-Six Pesos (Php 36,226,246.00)**.

2.2. The source of funding is: Corporate Budget approved by the Board of Directors of the Philippine Postal Corporation.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

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

6. Origin of Goods

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

7. Subcontracts

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

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

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 at the **Conference Room, 3rd Floor Annex II Building, Manila Central Post Office Compound, Liwasang Bonifacio, Manila**, and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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

- 14.2. The Bid and bid security shall be valid until *120 calendar days* from bid opening. 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.

NOTE: *The Post Office-BAC is requesting all bidders to submit **Three (3) copies**.*

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time at its physical address at the **BAC Secretariat Office**, 3rd Floor Annex II Building, Manila Central Post Office Compound, Liwasang Bonifacio, Manila, as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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:

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause			
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Security Services b. completed within Five (5) years prior to the deadline for the submission and receipt of bids. 		
7.1	<i>Subcontracting is not allowed.</i>		
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond. 		
19.3	Item/Description	Quantity	ABC (in Php)
	<i>Security Services for PHLPost Central Office and Mega Manila Post Offices</i>	One (1) Lot	36,226,246.00
20.2	<i>List licenses and permits relevant to the Project and the corresponding law requiring it. The BAC may require the concern bidder to submit additional documents/requirements.</i>		
21.2	<i>List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.</i>		

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause					
1	<p><i>The following provisions will be included to this Contract:</i></p> <p>1. <i>Any query/ concern to the supplier as to the implementation of this Contract shall be coursed through the following contact persons on the details provided:</i></p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> <i>Principal:</i> <i>Name:</i> <i>Office:</i> <i>Contact No:</i> </td> <td style="width: 200px; height: 40px;"></td> </tr> <tr> <td style="padding: 5px;"> <i>Alternate:</i> <i>Name:</i> <i>Office:</i> <i>Contact No:</i> </td> <td style="width: 200px; height: 40px;"></td> </tr> </table> <p><i>Any notice made by PHLPost to the foregoing shall be deemed as notice to the Supplier.</i></p> <p>2. <i>The Supplier agrees to indemnify, defend and hold the Procuring Entity free and harmless from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage of property, arising from Supplier’s performance of its obligation under this Contract including the improvements introduced or to be introduced therein or from any activity, work or thing performed by Supplier, its employees, crews, technicians, contractor/servicer in connection with the performance of this Contract.</i></p> <p>3. <i>Liquidated Damages. The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.</i></p> <p>4. <i>The parties hereby warrant that they have not offered or paid, directly or indirectly, any government officials, agency or instrumentality, or employee thereof, any consideration, commission, or gift to secure this contract. Any violation of this warranty shall constitute a sufficient ground for the rescission or cancellation of this contract without prejudice to the filing of a civil or criminal action under the Anti-Graft and Corrupt Practices Act and other applicable laws.</i></p> <p>5. <i>In case a dispute shall at any time arise between the Entity and the Supplier/Service Provider that would give rise to a right of action</i></p>	<i>Principal:</i> <i>Name:</i> <i>Office:</i> <i>Contact No:</i>		<i>Alternate:</i> <i>Name:</i> <i>Office:</i> <i>Contact No:</i>	
<i>Principal:</i> <i>Name:</i> <i>Office:</i> <i>Contact No:</i>					
<i>Alternate:</i> <i>Name:</i> <i>Office:</i> <i>Contact No:</i>					

against a party, the parties should refer such dispute or difference to Arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the “Arbitration Law” and R.A. 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004”. The Entity, however, shall have the option not to refer or participate thereto, in which case, the Entity shall have the right to proceed filing an action before the courts of competent jurisdiction in the City of Manila.

6 *Both parties acknowledge that this Contract constitutes the entire agreement between them and the terms and conditions in the Contract shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the parties relating to the subject matter thereof.*

7 *In case of litigation arising from or in connection with this contract, venue of action shall solely be in the appropriate court of Manila.*

Delivery and Documents –

For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [in Metro Manila]. In accordance with INCOTERMS.”

[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered in Metro Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is *the Office of the Manager, Inspectorate Department, OAPMG for Management Support Services, Philippine Postal Corporation.*

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: *Select appropriate requirements and delete the rest.*

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

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

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

Spare Parts –

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

a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

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

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

Spare parts or components shall be supplied as promptly as possible, but in any case, within 1 month of placing the order.

Packaging –

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

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

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

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

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

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Procurement of Security Services for PHLPost Central Office and Megal Manila Post Offices	One (1) Lot	One (1) Lot	Within Three (3) years from receipt of Notice to Proceed

Submitted by:

Name and signature of duly authorized representative

Name of Company: _____

Business Address: _____

Tel. No. / Fax No.: _____

Official Email address: _____

Other Contact No.: _____

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the 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.]</i></p>

Item	Technical Specifications	Statement of Compliance
1	<p style="text-align: center;">(TERMS OF REFERENCE) SECURITY SERVICES</p> <p>The Philippine Postal Corporation (PHLPOST) is looking for a service provider of security services to protect its officials, personnel, visitors, properties, building and other installations including machines, equipments, records and all articles therein located within PHLPost Central Office, Central Mail Exchange Center (CMEC), Surface Mail Exchange Department (SMED) premises and Mega Manila Post Offices against theft, pilferage, robbery, arson and other unlawful acts by the third persons or other strangers found to be within the guarded premises at the time of the said unlawful acts.</p> <p>1. SCOPE OF SERVICES</p> <p>1.1. Service Provider shall submit to the Philippine Postal Corporation Main Office its Security Contingency Plans against Terrorism Attacks; Arson/Building Fires; Earthquakes; and other forms of threats to the security of PHLPost installations, properties and personnel. Further, the Service Provider shall conduct dry-runs of said contingency plans with the presence of the personnel of PHLPost Inspectorate Department.</p> <p>1.2. Service Provider shall conduct the Security Survey/Inspections of all Philippine Postal Corporation's installations to be secured. That the surveys will be submitted to the concerned office of PHLPost and is subject to review.</p> <p>1.3. Service Provider shall provide and make available to PHLPost an adequate security guard detachment for the above-mentioned, purpose consisting to wit:</p> <ul style="list-style-type: none"> a. Five (5) security officers working eight (8) hours a day, seven (7) days a week (daytime). b. Thirty One (31) security guards working eight (8) hours a day, seven (7) days a week for first shift. c. Twenty Nine (29) security guards working eight (8) hours a day for seven (7) days a week for second shift. d. Twenty Five (25) security guards working eight (8) hours a day for seven (7) days a week for third shift. 	

	<p>(Posting is hereto attached as Annex “A” and “A1”).</p> <p>The total manhours to be rendered by every security officer/guard shall not exceed Forty hours (40) during weekdays or Sixteen (16) hours during weekends, whichever is applicable;</p> <ol style="list-style-type: none"> 1.4. Depending upon the requirements of the service, Service Provider shall increase or decrease the number of security guards, upon the written request of PHLPost. 1.5. Service Provider should submit a proposed schematic diagram of the post of all security guards per shift. 1.6. Service Provider should at all times, enjoy trust and confidence of PHLPost management. 1.7. Service Provider warrants that all its security guards and officers are duly licensed and qualified as such, have complied with all the regulations issued by the Philippine National Police Security Agencies/Guards Supervisory Division (PNP-SAGSD) and possess, among others, the following qualifications: <ol style="list-style-type: none"> a. Filipino Citizen; b. At least a high school graduate (For security guards); c. College graduate, preferably a major in Criminology for security officers; d. Capable of understanding written and oral instructions in English or Filipino and can render accurate reports; e. Physically and mentally fit and has passed the neuro psychiatric test; f. At least 5’2” in height for male and 5’0” for female; g. Of good moral character; h. No derogatory record from NBI, Prosecutor’s Office and Barangay. 1.8. Service Provider shall present Certification under oath that the bidder has not been rated below satisfactory in any instances during the duration of the contract. 1.9. Service Provider shall present a Certification under oath that the bidder has not been finally adjudged by a court of competent jurisdiction to have violated any labor law or social legislation (attached details of pending cases, if any) 1.10. Service Provider shall submit current PADPAO Certificate of Membership. 1.11. Service Provider shall submit current DOLE Registration. 	
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1.12. Service Provider should be in the security business and Licensed To Operate (LTO) for at least five (5) years.

1.13. Service Provider shall provide at its own expenses all the necessary uniforms (Note: At least two (2) sets of uniform per guard), duly licensed firearms and ammunitions, communication equipments, transportation and other supplies to the officers and guards for the proper discharge of their functions. The equipments to be provided are listed hereunder:

a. Service Firearms

Thirty (30) pieces short firearms (9mm pistol/.38 cal. Revolver intended for ninety (90) security officers/guards.

Ten (10) pieces, -12 Gauge shotgun.

(Firearms must be all original and licensed)

Central Office: 6 Manila CPO: 3 CMEC: 8 Quezon City CPO: 3, Makati CPO: 3, SMED: 3, Pasay CPO: 1 Las Piñas PO: 1, Novaliches PO: 1, Muntinlupa PO: 1

b. Ammunitions

At least Five hundred (500) rounds for short firearms (9mm/.38 cal. revolver)

At least Two hundred (200) rounds for 12 Gauge Shotgun

c. Vehicles (owned by the Agency)

One (1) Dispatcher vehicle with complete communication equipment stationed at the Security provider's Headquarters

One (1) Motorcycle for the Security provider's guard inspection

Five (5) Bicycles distributed to Central Office, CMEC, SMED, Makati CPO and Quezon City CPO. One (1) on each area/PO

d. Radio Communication System

One (1) unit base radio with antenna

Twenty six (26) units handheld radios transreceiver with batteries (one radio will be issued to the CCTV room)

e. Crowd Control

Five (5) units Megaphone with eight (8) batteries

Truncheons – one (1) per guard

Flashlights with batteries – one (1) per guard

One (1) First Aid Kit per guard

One (1) emergency Kit and Tear Gas Canister

Twenty (20) pieces helmets

Twenty (20) Riot Shields

f. Investigative and Surveillance Equipment

Ten (10) units metal detectors with batteries and chargers – to be distributed to CMEC, Central Office, QCCPO, MCCPO and SMED (two (2) each)

Five (5) ostrich mirrors for vehicle checking – to be distributed to Central Office, CMEC, QCCPO, MCCPO and SMED.

g. Office Equipment and Supplies

Office Supplies

One (1) Steel Cabinet

One (1) unit Computer with printer

Ten (10) pieces umbrella

One (1) Digital Camera

One (1) Tape Recorder

Six (6) Fire Extinguishers

h. Security Supplies

At least two (2) sets of uniform for each security guard

Rain boots with raincoats for each security guard

Ten (10) unit's traffic vests (reflectorized) to be distributed to Central Office, CMEC, QCCPO, MCCPO and SMED (two (2) each).

i. Others

Car sticker for all employees' vehicles (free of charge)

Vehicles pass for all vehicles entering PHLPst buildings and decal for all employees vehicles.

Note: The design of the car sticker and vehicle pass shall be controlled and approved by the Inspectorate Department.

2. TERMS AND CONDITIONS:

- 2.1. PHLPost through its Inspectorate Department shall regularly and randomly inspect all the equipment being provided by the Service Provider as stipulated in this Terms of Reference to ensure their full-operational readiness at all times.
- 2.2. PHLPost shall have the right to examine and screen all security guards for the purpose of determining whether or not they possess all qualifications herein enumerated.
- 2.3. Service Provider warrants the proper performance of duties of its security guards and officers assigned at PHLPost and agree to furnish efficient supervision over said guards and officers to serve PHLPost in the best and most efficient way.
- 2.4. PHLPost shall have the right to inspect the security guards detailed on its premises/post offices and to decide all questions which may arise relative to the quality and acceptability of the service performed by them.
- 2.5. PHLPost further reserves the right to demand the relief or discharge of any security officer/guard and to decide all questions which may arise relative to the quality and acceptability of the services performed by them.
- 2.6. It is clearly understood that Service Provider is an independent contractor and that there is no employer-employee relationship between PHLPost on one hand and the security guards and officers, on the other hand, such that the security guards and officers are the sole employee of the contractor and not PHLPost. Accordingly, PHLPost shall not in any way be liable or responsible for any personal injury or damage, including death, sustained or caused by any of the security guards during the performance of their duties. Furthermore, the Service Provider shall at all times stand solely responsible or liable for the enforcement and compliance with all existing laws, decrees rules and regulations, particularly with respect to the observations of the compliance with the New Labor Code of the Philippines and all other labor and social legislations. In this connection, Service Provider agrees and binds itself to save and hold PHLPost free and harmless from any and all liabilities and/or claims with respect thereto and/or arising therefrom.
- 2.7. Service Provider shall not, during the period of Contract and at any time thereafter, use or disclose to any person or entity any information, derogatory or otherwise, concerning the affairs and activities of PHLPost which any member of its security force may have acquired by reason of his assignment or work performed in PHLPost.
- 2.8. Service Provider shall assume full responsibility for all properties, equipment and mail matters lost or damage due

to theft, robbery, pilferage and trespass during duty hours of guards. Further, Service Provider shall pay PHLPost the amount of such loss or damage, and in case of nonpayment, Service Provider authorize PHLPost to deduct the amount or loss or damage from Service Provider's monthly billing. The Service Provider and all its Security Guards/Officers shall comply with all issuances of the Inspectorate Department.

- 2.9. Service Provider shall be primarily responsible and liable for any loss, damage or injury suffered by officials, employees and other personnel and visitors of PHLPost, occasioned solely by the acts or omission, negligence, fault or misdemeanor or collusion of any security guards, subject to the condition of due investigation.
- 2.10. PHLPost obliges itself to inform in writing to Service Provider the existence of any loss or damage to PHLPost properties due to negligence of the security guards, within forty eight (48) hours after its occurrence or discovery. The occurrence of any loss or damage shall be presumed to have been due the negligence, carelessness, omission or fault of the security guards and officers detailed on the cost contract unless otherwise shown or proven by Service Provider.
- 2.11. Service Provider is obliged to safeguard the PHLPost premises/Post Offices and surroundings from squatters, vendors and other unauthorized persons from entering, squatting, illegally parking, putting up permanent or temporary fixtures, vending and other illegal or unauthorized acts.
- 2.12. Service Provider should comply with existing and social security laws and rules and regulations; (otherwise this will serve as ground for termination of the contract) or else, any violation thereof, shall be a ground for the termination of this contract. For this purpose, PHLPost shall require the Service Provider to submit proof of paid remittances for the following government agencies: SSS, PhilHealth and Pag-ibig will be in the form of a certification issued by the said agencies within the last six (6) months from date of bid submission and certificate of pending and no pending labor standards violation cases/s issued by the National Labor Relations Commission (NLRC) and Department of Labor and Employment (DOLE). Unjustified failure or refusal of the Service Provider to comply shall also be a ground for the termination of this contract.
- 2.13. Service Provider shall not allow its security officers/guards to participate in any conflict involving partisan Corporate politics.
- 2.14. In the exercise of its supervision, the Service Provider through its Security Officers (OICs of CMEC, Manila CPO, Makati CPO and Quezon City CPO) shall deploy the security guards to post offices that are undermanned

particularly during Saturdays and Sundays to fill in the vacant schedules from 6:00 o'clock in the morning until 2:00 in the afternoon.

- 2.15. Pursuant to Section 9 of R.A. 11917, otherwise known as The Private Security Services Industry Act, the minimum 20% Administrative Fee will be applied.
- 2.16 PHLPost shall provide office space for security officers and dressing/locker room. However, PHLPost shall not provide permanent shelter to all security guards.

3. TERMS OF PAYMENT:

- 3.1. The Contract price covers services on Sundays, Holidays. It also includes Night Shift Differential pay, 13th Month pay, five (5) day Incentive Pay, and uniform allowance as represented in the schedule of prices (breakdown) submitted by the Service Provider. Service Provider represents and warrants that the Contract Price fully complies with the provision of all existing laws, wage orders, rules and regulations. (Annual Budgetary Requirement hereto attached as Annex "B")
- 3.2. The semi-monthly billing shall be sent by the Service Provider to PHLPost every 15th and end of each month and the semi-monthly payment shall be made by PHLPost due to Service Provider or its authorized personnel.
- 3.3. Service Provider shall submit the updated Certificate of Payment of SSS, Philhealth, Pag-Ibig and other mandatory payment to government prior submission of the payroll to PHLPost.

4. CONTRACT PERIOD

- 4.1. The CONTRACT shall have a limited multi-term of three (3) years, subject to the condition that after a year of service, the continuation of another year of service shall be approved by the PHLPOST Board of Directors, upon assessment and evaluation of the performance of the service provider.
- 4.2. PHLPost shall, for cause or for Service Provider's violation of the terms and conditions and/or other existing laws, and for any valid and legitimate cause, including cost-saving schemes and financial restraints, have the right to terminate the CONTRACT, without need of judicial action and with a prior written notice to Service Provider. It is understood that the act of PHLPost in terminating the CONTRACT shall be final and binding upon Service Provider.
- 4.3. PHLPost shall have the exclusive right to terminate or rescind the Contract at any time, particularly when new

	<p>conditions and service requirements mandate necessary adjustments and changes to attain sustainable efficiency and for the improvement of the service.</p> <p>4.4. PHLPost shall evaluate the performance of the AGENCY three (3) months after the effectivity of the contract. If the AGENCY will be rated below very satisfactory performance after the three (3) month period, and at least a month thereafter, PHLPost shall have the option to terminate the contract upon written notice.</p> <p>4.5 Thereafter, annual evaluation on the performance of the AGENCY shall also be conducted by PHLPost.</p> <p>5. CONFIDENTIAL INFORMATION:</p> <p>All “Confidential Information” exchanged by Philippine Postal Corporation (PHLPOST) with its partners shall not be disclosed to any person, or entity. The Provider may only disclose Confidential Information if such disclosure: (i) has been authorized in writing by PPC; (ii) is reasonably required within the course and scope of the services compromised in the Contract, or (iii) is required by law or is requested by a court of competent jurisdiction or a governmental or regulatory agency.</p>	
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Submitted by:

Name and signature of duly authorized representative
 Name of Company: _____
 Business Address: _____
 Tel. No. / Fax No.: _____
 Official Email address: _____
 Other Contact No.: _____

Annex "A"

Posting 8 hours duty

1	Central Office	1st Shift	2nd Shift	3rd shift	TOTAL
a.	Eastern Gate	1	1	1	3
b.	Front West Perimeter (Flagpole)	1	1		2
c.	Roving Front West Perimeter			1	1
d.	Back East Perimeter	1	1		2
e.	Central Office New Bldg	1	1		2
f.	Stock Room (Printing Office)	1			1
g.	Roving Stockroom/ Annex Bldg			1	1
h.	OPMG and BOD (2 nd Floor)	1	1		2
	TOTAL	6	5	3	14
2	Manila CPO				
a.	Registry Entry	1			1
b.	Employees Entrance/Exit	1			1
c.	Dispatching/Parcel Section	1	1		2
	TOTAL	3	1		4
3	CMEC				
a.	Main Gate	2	2	1	5
b.	AMED Inbound/Entrance	1	1	1	3
c.	EMED Inbound/Entrance	1	1	1	3
d.	CMEC Main Building Lobby	1	1		2
e.	AMED Outbound	1	1	1	3
f.	Parcel Section	1			1
g.	EMED Outbound	1	1	1	3
h.	Roving Perimeter Area			1	1
i.	Employee's Entrance	1			1
	TOTAL	9	7	6	22
4	Quezon City CPO				
a.	Main Gate	1	1	1	3
b.	Information	1	1	1	3
c.	Roving Operations Area	1	1		2
d.	Roving Perimeter Area			1	1
	TOTAL	3	3	3	9
5	Makati City CPO				
a.	Lobby	1			1
b.	information		1		1
c.	Dispatching Area	1	1		2
d.	Roving Perimeter Area			1	1
e.	Parking	1			1
	TOTAL	3	2	1	6

6	SMED				
a.	Main Gate	1	1	1	3
b.	Roving Operations Area	1			1
c.	Lobby/Info/Frisking Area	1	1		2
d.	Roving Perimeter Area			1	1
	TOTAL	3	2	2	7
7	OTHER MEGA MANILA POST OFFICE				
a.	Parañaque PO		1	1	2
b.	San Juan PO		1	1	2
c.	Caloocan CPO		1	1	2
d.	Pasay CPO	1	1	1	3
e.	Las Piñas CPO	1			1
f.	Sta. Mesa PO*		1	1	2
g.	Marikina PO		1	1	2
h.	Pasig PO		1	1	2
i.	Novaliches PO*	1	1	1	3
j.	Imus PO			1	1
K.	Muntinlupa PO	1			1
l.	Taguig PO*		1	1	2
	TOTAL	4	9	10	23
	Total	31	29	25	85
	Plus: Security Officer				5
	Grand Total				90

Annex "A1"

Posting of female/male security guards and security officers				
	Female	Male	Security Officers	TOTAL
CMEC	8	14	1	23
Central Office	4	10	1	15
SMED	2	5	1	8
Quezon City CPO	2	7	1	10
Makati City CPO	2	4	1	7
Manila CPO	1	3		4
Other Mega Manila POs	5	18		23
Total	24	61	5	90
Security Guards	=	85		
Security Officers	=	5		
Grand Total	=	90		

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

NOTE: *Please download and use the latest **BIDDING FORMS** as prescribed under **GPPB RESOLUTION NO. 16-2020** or downloadable forms at the GPPB website (www.gppb.gov.ph)*

Price Schedule

Name of Bidder _____ Project ID No. _____ Page ___ of ___

PARTICULARS	Amount / Rate (in Php)		
	SECURITY GUARDS		SECURITY OFFICER
	Dayshift	Nightshift	
	7days – 8 hours Work per day	7days – 8 hours Work per day	7days – 8 hours Work per day (day shift)
Basic Daily Wage			
No. of days/year - based on Rules Implementing Wage Order			
A. AMOUNT DIRECTLY TO GUARD			
1. Monthly Basic Wage Rate (MBWR) (Basic Daily Wage x 396 days / 12 mos.)			
2. 13 th Month Pay (Basic Daily Wage x 366 days / 12 mos.) / 12			
3. Night Differential Pay (MBWR x 10% x 1 / 3)	n/a		n/a
4. 5 Days Incentive Pay (Daily wages x 5 days / 12 mos.)			
5. Uniform Allowance (RA 5487)			
6. Overtime Pay			
Sub-total			
B. PAID DIRECTLY TO GOVERNMENT			
1. Retirement Benefit (RA 7641) (DW x 22.5 / 12)			
2. SSS Premium Contribution			
3. SSS-WISP (Workers Investment Savings Program)			
4. Philhealth Premium Contribution			
5. State Insurance Fund			
6. Pag-ibig Fund			
Sub-total			
C. DIRECT LABOR COST (A + B)			
D. AGENCY FEE (20%)			
E. VALUE ADDED TAX (D x 12%)			
F. MONTHLY CONTRACT RATE PER SECURITY GUARD/OFFICER (C + D+ E)			
G. ANNUAL CONTRACT RATE PER SECURITY GUARD/OFFICER (F x 12)			
H. REQUIRED SECURITY GUARDS/OFFICER			
I. ANNUAL CONTRACT COST (G x H)			
J. TOTAL ANNUAL CONTRACT COST			

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

