

# **PHILIPPINE BIDDING DOCUMENTS**

## **Procurement of Security Services**

**Project No.: IB 2021-002**

**Project Location:** PhilHealth Regional Office 1  
Akia Building, Old De Venecia Highway,  
Lucao District, Dagupan City

**Government of the Republic of the Philippines**

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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# ***Glossary of Acronyms, Terms, and Abbreviations***

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.



Republic of the Philippines  
**PHILIPPINE HEALTH INSURANCE CORPORATION**  
**PHILHEALTH REGIONAL OFFICE I**

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

### **INVITATION TO BID FOR JANITORIAL SERVICES**

1. The ***PhilHealth Regional Office 1***, through the ***Corporate Operating Budget under Approved Multi-year Obligational Authority for Three (3) years*** intends to apply the sum of ***Sixteen Million One Hundred Seventy Nine Thousand Five Hundred Twenty Six and 19/100 (Php16,179,526.19)*** being the ABC to payments under the contract for ***IB 2021-002***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***PhilHealth Regional Office 1*** now invites bids for the above Procurement Project. Delivery of the Goods is required by ***January 1, 2022 to December 31, 2024***. Bidders should have completed, within ***three (3) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from ***PhilHealth Regional Office 1*** and inspect the Bidding Documents at the address given below during ***8:00 a.m. to 4:00 p.m.***
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***August 26, 2021 to September 21, 2021 before the time of Bid Opening*** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Sixteen Thousand Two Hundred Pesos (P16,200.00)***. ***Interested bidders may pay through deposit to “Phil Health Insurance Corp” Bank Account and shall allow the bidder to present its proof of payment for the fees through the email address given below and along the submission of bids.***



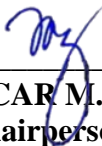
6. The **PhilHealth Regional Office 1** will hold a Pre-Bid Conference<sup>1</sup> on **September 3, 2021, Friday** through video conferencing **via Google Meet Platform** which shall be open to prospective bidders. **Bidders may request the meeting link from the email address given below.**
7. Bids must be duly received by the BAC Secretariat through manual submission to be sent at the office address indicated below, **on or before 1:30 p.m. of September 21, 2021.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **September 21, 2021, 1:30 p.m.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity **through video conferencing via Google Meet Platform.**
10. **Email address of bidders must be indicated in front of their sealed bid envelope for the purpose of sending the meeting link for the Bid Opening.**
11. The **PhilHealth Regional Office 1** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:  
  
**JOANN E. MORILLO**  
**Head, BAC Secretariat**  
**PhilHealth Regional Office 1**  
**Akia Building, Old De Venecia Highway, Lucao District, Dagupan City 2400**  
**[bac.pro1@philhealth.gov.ph](mailto:bac.pro1@philhealth.gov.ph)**  
**(075)523-0647; 515-1111 loc. 4102 and 4130**
13. You may visit the following websites:

For downloading of Bidding Documents:

**[www.philhealth.gov.ph](http://www.philhealth.gov.ph)**

**[www.philgeps.gov.ph](http://www.philgeps.gov.ph)**

**August 25, 2021**

  
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**MARICAR M. ARZADON, M.D.**  
**BAC Chairperson**

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

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

### **1. Scope of Bid**

The Procuring Entity, *PhilHealth Regional Office 1 wishes to receive Bids for the Procurement of Security Services with identification number IB 2021-002.*

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 Corporate Operating Budget with approved three (3) years Multi-year Obligational Authority in the amount of Sixteen Million One Hundred Seventy Nine Thousand Five Hundred Twenty Six and 19/100 (Php16,179,526.19).*

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

### **3. Bidding Requirements**

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

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

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

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

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. *Foreign ownership exceeding those allowed under the rules may participate pursuant to:*
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;*
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;*
  - iii. When the Goods sought to be procured are not available from local suppliers; or*
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.*
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- For procurement 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 *at PhilHealth Regional Office 1 and through videoconferencing* 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 *3 years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.

## 13. Bid and Payment Currencies

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

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **January 19, 2022 (120 calendar days from the Bid Opening on September 21, 2021)**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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<sup>2</sup> 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.

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

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

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

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

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

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

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

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

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

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

## **18. Domestic Preference**

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

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

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as

the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (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**

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

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

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

## *Section III. Bid Data Sheet*

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p><b>a. <i>Contract for Security Services</i></b></p> <p>b. completed within <b><i>three years</i></b> prior to the deadline for the submission and receipt of bids.</p>
7.1	<b><i>Subcontracting is not allowed.</i></b>
12	The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <b><i>Php323,590.50</i></b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <b><i>Php808,976.30</i></b>, if bid security is in Surety Bond.</p>
19.3	<b><i>No further instructions.</i></b>
20.2	<p><b><i>Other appropriate licenses required:</i></b></p> <p><b><i>1. Supplier's/distributor's/manufacturer's/contractor's profile</i></b></p> <p><b><i>a. Nature of business;</i></b></p> <p><b><i>b. Organizational Structure;</i></b></p> <p><b><i>c. List of Personnel, security guards, and relievers indicating the status of employment as of August 2021</i></b></p> <p><b><i>d. Location of office premises (include complete address and spot map);</i></b></p> <p><b><i>2. Certified true copy of remittance list for all personnel for the period January to July 2021 duly received by PhilHealth</i></b></p>
21.2	<b><i>No further instructions.</i></b>



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

### **1. Scope of Contract**

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

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

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

### **2. Advance Payment and Terms of Payment**

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

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

### **3. Performance Security**

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

### **4. Inspection and Tests**

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

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

## **5. Warranty**

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

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

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

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

## *Section V. Special Conditions of Contract*

<b>GCC Clause</b>	
	<i>Delivery and Documents – Delivery of the GOODS/ Services shall be made by the Security Agency on monthly basis starting upon receipt of Notice to Proceed until December 31, 2024.</i>
	<i>Upon signing of the contract, the Security Agency is required to provide the requirements stated in the Technical Specifications.</i>
2.2	<i>No further instructions.</i>
4	<i>No further instructions.</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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>

### **1. PhilHealthRegional Office 1, Dagupan City**

	<b>POST</b>	<b>No. of Sentinel</b>	<b>SHIFT</b>		<b>HOURS</b>	<b>DAYS</b>
1.	PRO 1, Dagupan City	1	Day Shift	0600H-1800H	12	7
2.	PRO 1, Dagupan City	1	Night Shift	1800H-0600H	12	7
3.	PRO 1, Dagupan City	1	Day Shift	0600H-1400H	8	5
4.	PRO 1, Dagupan City	1	Day Shift	0900H-1700H	8	5

### **2. Warehouse,Brgy. Anolid, Mangaldan,Pangasinan**

	<b>POST</b>	<b>No. of Sentinel</b>	<b>SHIFT</b>		<b>HOURS</b>	<b>DAYS</b>
1.	Warehouse 1, 2 & 3	1	Day Shift	0600H-1800H	12	7
2.	Warehouse 1, 2 & 3	1	Night Shift	1800H-0600H	12	7

### **3. Local Health Insurance Offices**

	<b>POST</b>	<b>No. of Sentinel</b>	<b>SHIFT</b>		<b>HOURS</b>	<b>DAYS</b>
1.	LHIO Ilocos Norte	1	Day Shift	0600H-1800H	12	7
2.	LHIO Ilocos Norte	1	Night Shift	1800H-0600H	12	7
3.	LHIO Ilocos Sur	1	Day Shift	0600H-1800H	12	7
4.	LHIO Ilocos Sur	1	Night Shift	1800H-0600H	12	7
5.	LHIO La Union	2	Day Shift	0630H-1630H 0800H -1800H	10	5
6.	LHIO La Union	1	Day Shift	0800H-1700H	8	1
7.	LHIO Western Pangasinan	1	Day Shift	0600H-1800H	12	7
8.	LHIO Western Pangasinan	1	Night Shift	1800H-0600H	12	7
9.	LHIO Eastern Pangasinan	2	Day Shift	0630H-1630H 0800H -1800H	10	5
10.	LHIO Eastern Pangasinan	1	Day Shift	0800H-1700H	8	1
11.	LHIO Central Pangasinan	2	Day Shift	0630H-1630H 0800H -1800H	10	5
12.	LHIO Central	1	Day Shift	0800H-1700H	8	1

	Pangasinan					
13.	Candon Satellite Office	1	Day Shift	0700H-1700H	10	5
14.	Mangatarem Satellite Office	1	Day Shift	0700H-1700H	10	5
15.	San Carlos Satellite Office	1	Day Shift	0700H-1700H	10	5
16.	Agoo Satellite Office	1	Day Shift	0700H-1700H	10	5

AREA	TOTAL NO. OF SENTINELS
PhilHealthRegional Office	4
Property/Records Warehouse	2
LHIOs &Satellite Offices	16
<b>Grand Total</b>	<b>22</b>

## *Section VII. 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	Specification	Statement of Compliance																																			
	<div><div>I. OBJECTIVE</div><p>The primary objective for the hiring of Security Services Agency is to provide protection to all PhilHealth employees, clients, guests and stakeholders. The Security Agency is also being engaged to safeguard and secure properties of the Philippine Health Insurance Corporation (PhilHealth).</p><div>II. COVERAGE</div><p>The engagement of a Security Agency shall be for the period of <b>Three (3) Years</b>. The Total Budget for the Security Services for this engagement is <b><u>Sixteen Million One Hundred Seventy Nine Thousand Five Hundred Twenty Six and 19/100(PHP 16,179,526.19)</u></b></p><p>Provision of Security Services shall include but not limited to the following areas where PhilHealth may have official offices and properties:</p><div><div>1. PhilHealthRegional Office 1, Dagupan City</div><div>2. PRO 1 Warehouse (Mangaldan, Pangasinan)</div><div>3. Local Health Insurance Offices and PhilHealthSatellite Offices</div></div><div>III. SCOPE OF SERVICES</div><p>The engagement of the Security Services Agency consists and involves the provision and supervision of personnel, supplies and equipment.</p><div><div>A. Personnel Requirement, Posting and Shifting</div><div><div>1. PhilHealthRegional Office 1, Dagupan City</div><table><tr><th></th><th>POST</th><th>No. of Sentinel</th><th colspan="2">SHIFT</th><th>HOURS</th><th>DAYS</th></tr><tr><td>1.</td><td>PRO 1, Dagupan City</td><td>1</td><td>Day Shift</td><td>0600H-1800H</td><td>12</td><td>7</td></tr><tr><td>2.</td><td>PRO 1, Dagupan City</td><td>1</td><td>Night Shift</td><td>1800H-0600H</td><td>12</td><td>7</td></tr><tr><td>3.</td><td>PRO 1, Dagupan City</td><td>1</td><td>Day Shift</td><td>0600H-1400H</td><td>8</td><td>5</td></tr><tr><td>4.</td><td>PRO 1, Dagupan City</td><td>1</td><td>Day Shift</td><td>0900H-1700H</td><td>8</td><td>5</td></tr></table></div></div></div>		POST	No. of Sentinel	SHIFT		HOURS	DAYS	1.	PRO 1, Dagupan City	1	Day Shift	0600H-1800H	12	7	2.	PRO 1, Dagupan City	1	Night Shift	1800H-0600H	12	7	3.	PRO 1, Dagupan City	1	Day Shift	0600H-1400H	8	5	4.	PRO 1, Dagupan City	1	Day Shift	0900H-1700H	8	5	
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**2. Warehouse, Brgy. Anolid, Mangaldan, Pangasinan**

	POST	No. of Sentinel 1	SHIFT		HOURS	DAYS
1.	Warehouse 1, 2 & 3	1	Day Shift	0600H- 1800H	12	7
2.	Warehouse 1, 2 & 3	1	Night Shift	1800H- 0600H	12	7

**3. Local Health Insurance Offices**

	POST	No. of Sentinel	SHIFT		HOURS	DAYS
1.	LHIO Ilocos Norte	1	Day Shift	0600H- 1800H	12	7
2.	LHIO Ilocos Norte	1	Night Shift	1800H- 0600H	12	7
3.	LHIO Ilocos Sur	1	Day Shift	0600H- 1800H	12	7
4.	LHIO Ilocos Sur	1	Night Shift	1800H- 0600H	12	7
5.	LHIO La Union	2	Day Shift	0630H- 1630H 0800H - 1800H	10	5
6.	LHIO La Union	1	Day Shift	0800H- 1700H	8	1
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8.	LHIO Western Pangasinan	1	Night Shift	1800H- 0600H	12	7
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12.	LHIO Central Pangasinan	1	Day Shift	0800H- 1700H	8	1
13.	Candon Satellite Office	1	Day Shift	0700H- 1700H	10	5
14.	Mangatarem Satellite Office	1	Day Shift	0700H- 1700H	10	5
15.	San Carlos Satellite Office	1	Day Shift	0700H- 1700H	10	5
16.	Agoo Satellite Office	1	Day Shift	0700H- 1700H	10	5



AREA	TOTAL NO. OF SENTINELS
PhilHealthRegional Office	4
Property/Records Warehouse	2
LHIOs &Satellite Offices	16
<b>Grand Total</b>	<b>22</b>

B. Duties and Obligations of the Security Agency and Sentinels

1. The Security Agency shall provide the PhilHealth with twenty-four (24) hours on a two (2) 12-hour shift basis except on identified areas daily from Monday to Sunday including legal and special holidays with Security Guards based on the matrix presented under III.A.1 to III.A.3 following the herein schedules:

**Twelve-Hour Duty:**

1<sup>st</sup> Shift : 06:00am to 06:00pm  
2<sup>nd</sup> Shift : 06:00pm to 06:00am

**Ten – Hour Duty:**

06:30am to 04:30pm/08:00am to 06:00pm

**Eight – Hour Duty:**

08:00am to 05:00pm

Shifting schedule for Ten (10) hours and Eight (8) hours duty maybe change subject to the request or need of PhilHealth.

2. The Security Agency shall, at all times during the tour of duty, assign to PhilHealth uniformed and adequately trained Security Personnel with duly licensed firearms and ammunitions with adequate licenses and permits from appropriate government agencies and fully equipped with supplies necessary for the successful implementation of their duties.
3. The Security Agency shall provide all Security Guards and Security Officers with clean and presentable uniforms, nametags/ID, raincoats, batons and other necessary tools such as but not limited to metal detectors, weapons and ammunitions needed.

	<ol style="list-style-type: none"> <li>4. The Security Agency shall maintain a pool of Security Guards who preferably resides within the area of the PhilHealth offices and promptly provide relievers/replacements in case of absences of any of the assigned security officer or guard in order to ensure continuous and uninterrupted security service. The GSU shall be promptly informed of the contingency arrangements by the Security Agency in cases of absences and/or necessary replacements of their security personnel assigned to PhilHealth. A security guard shall in no case, act as a reliever after his tour of duty.</li> <li>5. The Security Agency shall be under the direct control and supervision of the General Services Unit (GSU) insofar as the security requirements and concerns of the latter. The Security Agency must also maintain an active and open line of communication with the GSU especially during times of crisis and fortuitous events.</li> <li>6. The Security Agency shall accordingly coordinate with GSU to conduct a survey of the areas subject of the security services requirements. The Agency shall submit a security plan based on their survey as part of their documentary submissions.</li> </ol> <p>The Security Agency shall strategically position their guards in accordance with the Security Plan save in those instances when there is a duly authorized special security arrangement with the Chief of office concerned or the building administration office, as cleared and duly coordinated with the GSU.</p> <ol style="list-style-type: none"> <li>7. The Security Agency shall ensure that the security guards are properly screened and declared physically and mentally fit before they are allowed to report to their assigned posts. Security guards shall in no instance be in the influence of liquor/alcohol or any prohibited drugs while on duty. Upon the instance when PhilHealth through GSU found any Security Guard to be under the influence of liquor or any prohibited drugs, the Security Agency shall immediately replace the said Security Guard.</li> <li>8. The Security Agency shall immediately replace any Security Guard or officer/personnel who may be found to be undesirable and/or incompetent by PhilHealth through GSU upon receipt and verification of any complaint report or request.</li> <li>9. The security officers and guards shall at all times during their tour of duty, render satisfactory services. A joint Certification to attest to the conduct of satisfactory service rendered shall accordingly be issued by the authorized officer and/or direct superior of the offices where they are assigned and by the Head of the GSU.</li> <li>10. The security guard on duty shall be responsible for closely monitoring and recording movement of all office materials, supplies and personnel within the assigned area of responsibility. Whenever equipment is brought out of the building, the security guard on duty shall demand a gate pass duly signed by the Head or any official representative of the</li> </ol>	
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GSU.

11. The security guard on duty shall be responsible for the proper screening of visitors and guests and observing the proper decorum in a very courteous and polite manner. The security guard shall require visitors and guests to register in the visitor's logbook, issue a visitor's pass if applicable, and check for any firearms or deadly weapons that they may deposit for safekeeping and issued with the appropriate acknowledgement receipt.
12. The security guard on duty shall be duly authorized to inspect bags and packages and search individuals, including employees when necessary.
13. Security guards assigned to restricted office areas where highly-accountable assets and security documents are kept shall perform their duties honestly and with integrity under the joint supervision of their security commander and the officials to be designated by the offices concerned.
14. The Roving Security Officer shall ensure that all security guards are faithfully and religiously performing their duties in accordance with the Security Plan. He shall see to it that the premises of the client are protected against fire, theft and other preventable risks. Any abnormal movement and presence of suspicious characters should be immediately reported by the security guards to PhilHealth; the Security Agency should be duly notified accordingly.

C. Qualification of Security Guards and Security Officers

All Security Guards and Security Officers to be assigned by the Security Agency to PhilHealth must possess the following minimum qualifications:

1. Has finished at least second year College;
2. With height of not less than 1.65 meters;
3. With weight of not less than 55 kilograms;
4. Not less than 21 years nor more than 35 years old at the time of assignment to the Corporation under this contract;
5. Physically and mentally fit, as indicated in a neuro-psychiatric clearance from a PNP and DOH-accredited institution and confirmed by the physicians of the Corporation;
6. Licensed to carry firearms and properly screened and cleared by the PNP, NBI and other concerned government offices for this purpose, copies of such clearances to be furnished to the Corporation;
7. Must be a holder of a Certificate of Training for Security Guards and other requirements of R.A. 5487 as amended;
8. Must possess honorable discharge documents, if with military background;
9. Must be honest and has integrity;
10. Of good moral character, as certified by the Barangay and the police district concerned and the NBI; and,
11. Must have undergone drug test and found to be free from

tetrahydrocannabinol, metamphetamine hydrochloride and other prohibited substances, latest certification to be given to PhilHealth prior to assumption and every 6 months thereafter.

**D. Equipment and Ammunitions**

The Security Agency shall provide security gears and support equipment in accordance with what is prescribed in each security plan, to wit:

1. **Communication System.** The Security Agency shall provide at least Three (3) handheld radio for the security guard assigned at PRO 1. The Security Agency shall allow the PhilHealth to use its frequency and provide during the contract period a handheld transceiver for their PhilHealth counterpart, namely the Chief of General Services or his/her designated authorized representative.
2. **Firearms and Ammunitions.** Each post must be provided with 9 mm pistol with Two (2) extra magazine with live ammunitions to be kept within the immediate reach of the guard on post and protected from access by unauthorized persons.
3. **Investigative and Surveillance Equipment.** The Security Agency shall provide efficient equipment for monitoring purposes of the daily activities of the Corporation such as Web-based Surveillance Cameras (CCTV) and Metal Detectors. The CCTV cameras shall be installed in PRO 1- Dagupan City, Warehouses 1, 2& 3 and in all the LHIOs and Satellite Offices of the Regional Office. The CCTV shall have at least 8 cameras for PRO 1 and at least 4 cameras for the warehouses and the LHIOs/Business Centers. CCTV monitors should be at least 24” for ease in viewing and monitoring. In case of transfer of office, the Security Agency shall be responsible for the transfer of the Surveillance Cameras (CCTV) including its cables and peripherals free of charge, or at no transfer fee/cost.
4. **Other Equipment for Security Personnel.** Each security guard on duty shall be provided by the Security Agency with equipment such as but not limited to the following:
  - a) Flashlight; with the battery to be provided by the Security Agency
  - b) Whistle
  - c) Office supplies such as logbooks and ball pens
  - d) Cell phone with load sufficient for texting and/or calling PhilHealth officials when the need arises
  - e) Others as required by the situation.

**E. Other Terms and Conditions that will be Included in the Contract with the Winning Bidder**

1. The number of Security Guards may be subsequently increased or decreased during the contract period as may be necessary and as may be determined by the PhilHealth depending upon the circumstances,

	<p>provided that the total amount in the increase will not exceed ten percent (10%) of the total contract price.</p> <ol style="list-style-type: none"> <li>2. The PhilHealth shall have the right according to its discretion, to deduct the cost of maintaining the post for the day/shift in instances where it is found that the assigned Guard is under the influence of liquor or prohibited drugs regardless of whether a replacement/reliever has already been duly provided.</li> <li>3. The Chief of the Office where a guard is assigned and the GSU, jointly or by themselves, shall have the right to randomly inspect the security guards in their posts to determine compliance on the physical condition of the security guard on duty, with emphasis on checking whether the guard is under the influence of liquor and other intoxicating experience or prohibited substances. Reports of security guards under the influence of liquor or other prohibited substances shall be ground for suspension or debarment of such person or if warranted, the pre-termination of the Contract of the Security Agency with PhilHealth without prejudice to any 'blacklisting' proceedings that may be initiated by PhilHealth against the Security Agency.</li> <li>4. The Security Agency or head of the agency shall regularly visit the client or its representative for a meeting at least twice a month concerning security operations and other concerns of the detachment.</li> <li>5. The Security Agency shall conduct seminars at least once every semester to further train its security officers and guards on emergency response; public relations; courtesy; discipline; first aid; report writing; crisis management; proper use and maintenance of firearms; laws on arrest, seizure, searches, evidence, strikes; crimes against persons and property; and other related topics.</li> <li>6. All Security Officers, Guards and relievers shall be screened by the GSU before their acceptance. The following should be submitted to GSU in Certified True Copies (CTC) for evaluation: <ol style="list-style-type: none"> <li>a) Transcript of Records showing compliance to education requirements</li> <li>b) Latest Medical Certificate attested within two weeks prior to assignment to the PhilHealth, showing the physical and mental fitness, height and weight of the candidate.</li> <li>c) Certificate of Live Birth of the candidate showing exact date of birth on record.</li> <li>d) NBI Clearance</li> <li>e) Current/unexpired Security Guard/Officer license issued by the Philippine National Police</li> <li>f) Certificates of Training</li> <li>g) Recent 2x2 picture</li> <li>h) SSS membership card</li> <li>i) Drug test certification</li> <li>j) Police and Barangay clearances showing that the candidate is a</li> </ol> </li> </ol>	
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citizen of good moral character in the community.

7. The Security Guard on duty shall check the ingress/egress of the items as listed in the approved request for movement/transfer of property and shall immediately report to the GSU any discrepancy.
8. The Security Agency shall be directly liable for the loss, due to negligence of the assigned security guards of any properties of the PhilHealth.
9. The Security Agency must have deployed at least 20 sentinels with its previous contract with other government agency.
10. The Security Agency must be of good standing and should not have pending cases with other agencies. Any pending case by the Security agency before any other agencies may be detrimental and/or disadvantageous to the Corporation, may be a ground for outright denial and/or disqualification by the Security Agency from further participating in the procurement activity to be conducted by PhilHealth.
11. Any case regardless of the nature thereof filed by the Security Agency against the PhilHealth, its Officers and/or any of its Personnel, that in the discretion of PhilHealth may be detrimental and/or disadvantageous to the Corporation shall be a ground for outright denial and/or disqualification by the Security Agency from further participating in the procurement activity to be conducted by PhilHealth.
12. The Security Agency with pending case or have filed a case against PhilHealth is not allowed to participate in the bidding.
13. It is mutually agreed between the Parties that the Retirement Benefits due to Guard shall exclusively be borne by the Security Agency accordingly.

#### **IV. PAYMENT OF SECURITY SERVICES RENDERED**

1. Payments for service rendered in accordance with the contract shall be made by the Corporation with the Security Agency on a monthly basis. It is understood that any and all payments to be released by PhilHealth to the Security Agency shall be subject to the applicable withholding taxes/lawful charges and subject further to the presentation by the Security Agency of a certification that the wages have been paid and that all remittances due to the government are made as required under existing government auditing rules and regulations. The Corporation reserves the right to inspect the payroll of the Security Agency in order to verify that the wages have been paid. Any violation shall be a sufficient ground for the termination of the contract without prejudice to the liability of the Security Agency.
2. Claims for payment by the Security Agency must be supported by the Certification from the GSU that the services have actually been duly rendered and a Certification to the effect that all wages for the preceding

	<p>month have been fully paid, including a Certification that all remittances due to SSS, Pag-Ibig and PhilHealth have been duly paid.</p> <p>The Security Agency shall also be required to submit RF-1(PhilHealth), R-3 (SSS) and HDMF remittance list for Pag-Ibig. The Security Agency shall also be required to submit a Certification that it has already paid its security guards for the period being claimed/paid.</p> <ol style="list-style-type: none"> <li>3. All taxes payable to the Government shall be borne by the Security Agency.</li> <li>4. In case of increase of wages rate due to enactment of new laws, the Security Agency may seek adjustment in writing, subject to the approval of the authorities concerned.</li> <li>5. The Security Agency's performance security shall be liable for damages or losses that may arise directly or indirectly attributable to the negligence or misbehavior or direct participation of the security guard assigned by the Security Agency. In case the bond is not sufficient to cover such losses or damages, the Security Agency will have to pay the balance directly to PhilHealth.</li> <li>6. The Security Agency shall assume full responsibility for any claim(s) for any unpaid and or underpaid compensation and/or benefits on injuries from accidents in connection with the performance of the duties of security officers and guards. The Security Agency shall accordingly hold free PhilHealth from any liability and/or potential legal suit in connection therewith.</li> </ol>	
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## ***Section VIII. 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.

