

PHILIPPINE ECONOMIC ZONE AUTHORITY

**Security Services
Requirement of PEZA
(PEZA HO-2023-01)**

**Sixth Edition
July 2020**

Table of Contents

| | |
|--|-----------|
| Glossary of Acronyms, Terms, and Abbreviations | 3 |
| Section I. Invitation to Bid..... | 6 |
| 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 | 12 |
| 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 | 14 |
| 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 | 18 |
| 1. Scope of Contract | 18 |
| 2. Advance Payment and Terms of Payment | 18 |
| 3. Performance Security | 18 |
| 4. Inspection and Tests | 18 |
| 5. Warranty | 19 |
| 6. Liability of the Supplier | 19 |
| Section V. Special Conditions of Contract | 20 |
| Section VI. Schedule of Requirements | 21 |
| Section VII. Technical Specifications | 25 |
| Section VIII. Checklist of Technical and Financial Documents | 29 |

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



REPUBLIC OF THE PHILIPPINES
PHILIPPINE ECONOMIC ZONE AUTHORITY
DD CENTER WEST BUILDING, MERIDIAN PARK, MACAPAGAL AVENUE, PASAY CITY

INVITATION TO BID FOR SECURITY SERVICES REQUIREMENT OF PEZA (PEZA-HO-2023-01)

1. The Philippine Economic Zone Authority (PEZA), through the CY 2023 Corporate Operating Budget intends to apply the sum of One Hundred Fifty-Five Million Six Hundred Twenty-Three Thousand Three Hundred Fifty-Three Pesos (₱155,623,353.00) being the ABC to payments under the contract for Security Services Requirement of PEZA. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The PEZA now invites bids for the above Procurement Project. Delivery of the Services is required for a period of three (3) years. 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.
 - a. 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 PEZA and inspect the Bidding Documents at the address given below during from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on 31 January 2023 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 *Fifty Thousand Pesos (₱50,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees .

6. The PEZA will hold a Pre-Bid Conference on 08 February 2023, 9:00AM at 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City and/or through video conferencing or webcasting via Microsoft Teams, which shall be open to prospective bidders.
7. Interested bidders shall inform the PEZA-BAC through its Secretariat, by sending an email at bacsec@peza.gov.ph, of their intention to participate in the Pre-Bid Conference at least one (1) day prior to the date of the conference

The prospective bidders may join physically at the PEZA Head Office, 8/F, ODDGPP Conference Room, DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City or virtually via MS Teams. The meeting link will be provided by BAC Secretariat to the prospective bidders before the start of the Pre-Bid Conference.

8. Hard copies and soft copies of bids (1 original, 1 copy and a soft copy in USB), sealing them all in an outer envelope, must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 20 February 2023, 9:00 AM. Late bids shall not be accepted
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on 20 February 2023, 10:00 AM at the 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City and through video conferencing or webcasting via Microsoft Teams to observe social distancing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

| Activity | Schedule |
|--|-------------------------------|
| Posting of Invitation to Bid | 31 January 2023 |
| Issuance and Availability of Bid Documents | 31 Jan - 20 Feb 2023, 9:00 AM |
| Pre-Bid Conference | 08 Feb 2023 9:00 AM |
| Deadline for Submission of bids | 20 Feb 2023, 9:00 AM |
| Opening of Bids | 20 Feb 2023, 10:00 AM |

The meeting link will be provided by BAC Secretariat to the prospective bidders before the start of bid opening.

11. *In case any of the above dates is declared as a special non-working holiday, it shall automatically be moved to the next working day.*
12. The PEZA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

13. For further information, please refer to:

*Philippine Economic Zone Authority
Bids and Awards Committee (BAC) Secretariat
8th Floor, Double Dragon Center West Bldg., DD Meridian Park,
Macapagal Avenue Pasay City
Email: bacsec@peza.gov.ph
Tel. No. 8551-3451 local 200
www.peza.gov.ph*

You may visit the following websites: For downloading of Bidding Documents:
<http://www.peza.gov.ph/bid-opportunities>

31 January 2023

(Sgd.)
GM ANIDELLE JOY M. ALGUSO
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PEZA wishes to receive Bids for the Security Services Requirement of PEZA, with identification number *PEZA-HO-2023-01*.

The Procurement Project (referred to herein as “Project”) is composed of 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 2023 in the amount of PhP155,623,353.00.

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

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

a. 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:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The PEZA will hold a Pre-Bid Conference for this Project on 08 February 2023, 9:00 AM., as indicated in paragraph 6 of the **IB**.

The prospective bidders may join physically at the PEZA Head Office, 8/F, ODDGPP Conference DoubleDragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City or virtually via MS Teams. The meeting link will be provided by BAC Secretariat to the prospective bidders before the start of the Pre-Bid Conference

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 three (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.

12. Bid Prices

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

- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | |
|-------------------|--|
| 5.3 | For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Security Services contracts.</i> b. completed within three (3) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>Subcontracting is not allowed.</i> |
| 12 | <i>The price of the Goods/Services shall be based on the current PADPAO rates.</i> |
| 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. <i>The amount of not less than ₱3,112,467.06, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</i> b. <i>The amount of not less than ₱7,781,167.65 if bid security is in Surety Bond.</i> |
| 19.3 | <i>The Project shall be awarded in 1 (one) lot.</i> |
| 20.1 | <i>The Bidder shall be required to submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</i> |
| 20.2 | No additional requirements. |
| 21.2 | No additional requirements. |

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. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity

shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|-------------------|---|
| 1 | <i>No additional requirements.</i> |
| 2.2 | <i>Payment shall be on a monthly basis based on the actual services rendered subject to the existing accounting and auditing rules.</i> |
| 4 | Not applicable |

Section VI. Schedule of Requirements

1. The contractor shall provide PEZA with qualified, bonded, uniformed and armed security guards to man various detachments/posts located as follows:

| DETACHMENT | No. of Guards |
|--|----------------------|
| <i>NCR</i> | |
| Head Office (Pasay City) | 18 |
| Amkor Anam (Muntinlupa City) | 6 |
| Pioneer Float Glass Mfg. Inc. (Pinagbuhatan, Pasig) | 3 |
| Air Liquide Phils. (Pasig City) | 2 |
| FTI (Taguig City) | 8 |
| Macro Asia (Pasay City) | 4 |
| Victoriawave (Caloocan City) | 2 |
| Total | 43 |
| <i>CAR</i> | |
| Baguio City Economic Zone (Baguio City) | 35 |
| Total | 35 |
| <i>REGION I</i> | |
| North Luzon Aero Industrial Park (Binalonan, Pangasinan) | 4 |
| Total | 4 |
| <i>REGION III</i> | |
| Angeles Industrial Park (Angeles, Pampanga) | 4 |
| Subic Detachment (Subic, Zambales) | 4 |
| Pampanga Economic Zone (Angeles, Pampanga) | 20 |
| GB Global Expres Inc. (Angeles, Pampanga) | 2 |
| Agus Industrial Park (Sta. Maria, Bulacan) | 2 |
| Agus PIR (Sta. Maria, Bulacan) | 2 |
| PBI Evergreen (Sta. Maria, Bulacan) | 2 |
| PDC Technopark (San Rafael, Bulacan) | 2 |
| Luisita Industrial Park (San Miguel, Tarlac City) | 2 |
| TECO (Mabalacat, Pampanga) | 6 |



| | |
|--|-----------|
| DLA Naturals (Subic, Zambales) | 2 |
| HEIP (Hermosa, Bataan) | 2 |
| Alvierra Industrial Park (Porac, Pampanga) | 2 |
| JPCO Clark (Clark, Pampanga) | 2 |
| Horizon IT Park (San Jose Del Monte, Bulacan) | 2 |
| Total | 56 |
| <i>REGION IVA-CALABARZON (Extended Metropolitan Area)</i> | |
| LIIP (Binan City, Laguna) | 6 |
| LTI (Binan City, Laguna) | 25 |
| Yazaki EMI (Imus, Cavite) | 4 |
| FCIE (Dasmarinas, Cavite) | 9 |
| Total | 44 |
| <i>REGION IVA-CALABARZON (Growth Corridor Area)</i> | |
| CIP1 (Calamba, Laguna) | 23 |
| CIP2 (Calamba, Laguna) | 4 |
| Gateway (Gen. Trias, Cavite) | 6 |
| LISP1 (Cabuyao, Laguna) | 10 |
| LISP2 (Calamba, Laguna) | 4 |
| Toyota (Sta. Rosa, Laguna) | 5 |
| CPIP (Calamba, Laguna) | 4 |
| Aichi Forging (Sta. Rosa, Laguna) | 2 |
| Toyota Aisin (Sta. Rosa, Laguna) | 1 |
| CIP Manila Cordage (Calamba, Laguna) | 2 |
| CPIP (Calamba, Laguna) | 6 |
| GAP (Sta Rosa, Laguna) | 4 |
| Golden Mile (Carmona, Cavite) | 3 |
| ON Semicon (Carmona, Cavite) | 2 |
| PTC (Carmona, Cavite) | 6 |
| CPIP Sagara Plastic (Calamba, Laguna) | 2 |
| Yazaki Torres (Calamba, Laguna) | 10 |



| | |
|---|------------|
| LTC Tech C (Lipa, Batangas) | 17 |
| AG&P Asahi (Bauan, Batangas) | 10 |
| MPPI (Bauan, Batangas) | 5 |
| Cocochem (Bauan, Batangas) | 2 |
| KPMI (Bauan, Batangas) | 5 |
| Daiichi (Silang, Cavite) | 2 |
| FPIP (Sto Tomas, Batangas) | 15 |
| LISP3 (Sto Tomas, Batangas) | 3 |
| First Industrial Township (Sto Tomas, Batangas) | 2 |
| FPIP (Sto Tomas, Batangas) | 8 |
| Total | 163 |
| REGION IV – Growth Corr. Area 2nd & 3rd Class Municipalities | |
| Science Park of the Phils (Malvar, Batangas) | 2 |
| Total | 2 |
| TOTAL | 347 |

2. The contractor shall assign guards with the following minimum qualifications:
 - a) Completion of two (2) years of college studies;
 - b) Two (2) year experience as guard; and
 - c) Passed the neuro-psychiatric examinations.

3. PEZA reserves the right to increase/decrease the number of detachments/posts and the number of guards and hours of a tour of duty to be assigned in each detachment/post as it deems necessary. The increase/decrease in the list of detachments/posts and/or the number of guards shall be effected within five (5) days after receipt of the contractor of the Notice and shall not require the execution of a supplemental contract. The contractor hereby undertakes to employ any existing guards of PEZA's current security service contractor, as may be recommended by the latter.

4. The contractor shall provide the following minimum materials and equipment:

| Description | Quantity |
|----------------------------|-------------|
| 1. Uniform | 2 per guard |
| 2. 9mm Pistol w/ full ammo | 129 units |
| 3. Nightstick | 1 per guard |
| 4. Flashlight | 1 per guard |

| | |
|---------------------------------|----------------------|
| 5. Medical Kit / First Aid Kit | 1 per guard |
| 6. Handheld Radio | 63 units |
| 7. 12-Gauge Shotgun | 6 units |
| 8. Raincoat | 1 per guard |
| 9. Rain Boots | 1 per guard |
| 10. Handcuffs | 1 guard |
| 11. Reflectorized vest & gloves | 1 set per detachment |

5. In addition, the contractor shall provide the following:

| Description | Quantity |
|----------------------------------|--|
| 1. Metal Detectors | 8 pcs |
| 2. Under Chassis View Mirror | 8 pcs |
| 3. Teargas Canister | 1 unit/guard/shift |
| 4. Truncheons and Shields | As need arises; on short notice |
| 5. Typewriter | 1 unit for Head Office, 1 unit for BCEZ |
| 6. Megaphone | 2 units |
| 7. Desktop Computer with Printer | 1 set for Head Office 1 set for BCEZ 1 set for PEZ |
| 8. Four-wheeled vehicle | 1 unit for HO 1 unit for BCEZ 1 unit for PEZ |
| 9. Motorcycle | 1 unit for LTI 1 unit for LTC |
| 10. Bicycle | 1 unit for AGP 1 unit for GBP 1 unit for KPMI 1 unit for LIP 1 unit for Yazaki |
| 11. Cellular Phones | 1 unit for FCIE 1 unit for PEZ |
| 12. Steel Cabinet | 1 unit |
| 13. Vault | 1 unit |

6. The Contractor shall provide PEZA with additional equipment and/or vehicles as may be deemed necessary by PEZA.



Section VII. Technical Specifications

Technical Specifications

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter.

| Item | Specification | Statement of Compliance (Comply / Not Comply) |
|-------------|--|--|
| | <p>1. The annual contract cost shall be fixed for three (3) years and shall not be adjusted during contract implementation, except for the following:</p> <ul style="list-style-type: none"> a) Increase in minimum daily wage pursuant to law or new wage order issued after the date of bidding; b) Increase in taxes; and c) If PEZA sees the need for an increase or decrease in the number of security guards during the contract term, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded. | |
| | <p>2. The Contract for the Security Services shall be for a period of three (3) years subject to the following conditions:</p> <p>2.1. The Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria which includes the following:</p> <ul style="list-style-type: none"> a) Quality of service delivered b) Time Management c) Management and suitability of personnel d) Contract administration and management e) Provision of regular progress reports <p>2.2. The rating period shall be at least three (3) months before the end of each contract year.</p> <p>2.3. The Contractor must garner an average score of at least 3.0 (wherein 1.0 is the lowest rate and 5.0 is the highest rate), otherwise the contract may be canceled/rescinded.</p> | |
| | <p>3. The Contractor, shall, through its agents/guards, safeguard, secure and protect the offices, employees, guests, properties and premises of PEZA against a threat, theft, robbery, pilferage/s, or any unlawful acts and/or omissions that</p> | |



| | | |
|--|--|--|
| | would cause harm or loss or damages to the properties and premises of PEZA except when occasioned by force majeure or fortuitous events for which the contractor shall not be held liable in any manner. | |
| | <p>4. The contractor shall consult with PEZA on the mode of deployment of its guards, their operational sector and tours of duty. The contractor shall allow its guards to render overtime duty provided that:</p> <p>4.1 For maintenance of efficiency, each guards shall serve not more than twelve (12) hours of duty in one shift; and</p> <p>4.2 Guard duty in excess of twelve (12) hours shall have prior written authorization issued by the PEZA-PASG Group Manager (for PEZA Head Office) or the Zone Manager/Officer-in-Charge (for special/ private economic zones).</p> | |
| | 5. The Contractor shall maintain adequate control of all incoming and outgoing persons, including vehicles entering and/or leaving PEZA premises, offices and installations. To this end, the Contractor's guards to be assigned under this Contract shall, prior to or at the start of their tour of duty, undergo an orientation on PEZA rules and regulations. | |
| | 6. The Contractor shall conduct, <i>motu proprio</i> and whenever requested by PEZA, an investigation on breach of security by any person within PEZA premises including a commission of crimes against persons or property and shall make an immediate report thereof to both the PEZA and Police Authority of competent jurisdiction. | |
| | 7. The Contractor shall prevent the entry of unauthorized persons into the PEZA premises, and if this cannot be done peacefully within the guards' normal duty, to report the same to PEZA Officer/Employee concerned whose legal course of action the guards shall assist but employing only the necessary means and/or force that is reasonable under the circumstances. | |
| | 8. The Contractor shall assume full responsibility for any loss or damage to PEZA properties or of third parties received by or placed under the custody of the Contractor's guards when such loss or damage is due to the fault or negligence of the guards or when such fault or negligence of the guards contributed to the cause of, or aggravated the loss or damage. Within five (5) calendar days after occurrence of such loss or damage, the Contractor shall cause an | |



| | | |
|--|--|--|
| | investigation and make an immediate report thereof to both PEZA and the Police Authority of competent jurisdiction. | |
| | 9. The Contractor shall submit a monthly status report for each Zone. | |
| | 10. The Contractor shall make periodic security surveys of PEZA premises upon prior permission and shall make suggestions on enhancing security. | |
| | 11. Upon request of PEZA, the Contractor shall submit operational activities, contingency and/or emergency plans in case of natural calamities, industrial unrest, public disorder, or rampant violations of penal laws inside the PEZA premises. | |
| | 12. The Contractor is the sole employer of all the guards assigned under this Contract and shall be solely responsible and liable for strict compliance with all pertinent labor legislations, rules, and regulations. The CONTRACTOR shall hold PEZA absolutely free and clear from any liabilities or responsibilities on any claim or claims which may be filed by any of the said guards for any reason whatsoever. | |
| | 13. The Contractor shall pay the salaries, allowances, and other statutory monetary benefits of all the guards assigned under this Contract in accordance with existing laws, rules and regulations governing employment of labor. | |
| | 14. Should the Contractor fail to pay the salaries, wages and other statutory monetary benefits of its guards as scheduled, unless on account of force majeure or circumstances beyond the CONTRACTOR's control, the CONTRACTOR hereby authorizes PEZA to pay directly the CONTRACTOR's guards of their salaries, wages and other statutory monetary benefits using as a basis the latter's payroll computation of the immediately preceding pay period. Such direct payments made by PEZA shall be deducted from the CONTRACTOR's billing for the subject pay period. | |
| | 15. The CONTRACTOR shall submit to PEZA its monthly billing rate within the first five (5) days of each month following that for which the services were rendered, together with the following documents: 15.1 Sworn statement showing that the guards have rendered actual services for the billing period claimed. | |

| | | |
|--|---|--|
| | <p>15.2 Billing for overtime services shall be accompanied by a certification of rendition of overtime duty issued by the PEZA-PASG Group Manager, in case of PEZA-Head Office, or by the Zone Manager/Officer-in-Charge, in case of private ecozones.</p> <p>15.3 Proof of payment of all guards, salaries, wages and/or benefits for the previous billing period.</p> <p>15.4 Proof of remittances of SSS / PhilHealth / Pag-Ibig premiums/payments and other deductions/contributions required or authorized by law.</p> | |
| | <p>16. Based on the Procuring Entity's assessment, it may pre-terminate the contract for failure by the Contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the GPPB under Resolution No. 018-2004 dated 22 December 2004.</p> | |



Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- (b) 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**
- (c) 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**
- (d) 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**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) 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.
- (g) SEC Registration Certificate; **and**
- (h) General Information Sheet duly stamped “received” by the SEC for the years 2022, 2021, and 2020; **and**
- (i) Certification under oath that the participating bidder does not have a Sister Company, subsidiary or affiliate who is also a participant in this public bidding; **and**

- (j) Favorable recommendations from at least three (3) current or past corporate clients to include the three (3) largest contracts; **and**
- (k) Certificate under oath that the bidder:
 - i. Complies with the minimum wage mandated by law;
 - ii. Regularly remits mandated premiums to SSS, PhilHealth and PAG-IBIG; and
 - iii. Has not been finally adjudged by a court of competent jurisdiction to have violated any labor law or social legislation.
- (l) Organizational Chart (**see Annex A**); **and**
- (m) List of Company Officials (**see Annex B**); **and**
- (n) List of owned, leased and rented Security Service Equipment (**see Annex C**). Bidders must have in their inventory the following minimum number of equipment readily available for deployment to PEZA:
 - i. 9mm pistol w/ full ammo 129 units
 - ii. 12-gauge shotguns 6 units
 - iii. Handheld radios 63 units
- (o) Notarized undertaking that the guards to be assigned to the project have the following minimum qualifications:
 - i. Completion of two (2) years college studies;
 - ii. Two (2) years experience as guard;
 - iii. Passed the neuro-psychiatric examinations.

Financial Documents

- (p) 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

- (q) 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

- (r) Original of duly signed and accomplished Financial Bid Form; **and**
- (s) Original of duly signed and accomplished Price Schedule/Breakdown of Bid Price (**Annex D**).

Note: In the evaluation of the bids, the BAC shall strictly enforce the PADPAO rates for Amounts Due to the Guards and Amounts Due to the Government.

Pursuant to Republic Act NO. 11917 the minimum administrative fee that may be charged by PSAs to its clients shall not be less than twenty percent (20%) of the total contract cost, subject to adjustment by DOLE xxx. Any amount lower than the minimum prescribed percentage shall be disqualified.

All Forms/template (e.g. OSS, BSD, Bid Form, etc) are downloadable from GPPB website:

<https://www.gppb.gov.ph/downloadables.php#Forms>

ANNEX A

ORGANIZATIONAL CHART



SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NAME OF REPRESENTATIVE: _____

DESIGNATION: _____

Notes:

1. Indicate the Name of Key Official underneath each Position
2. Use additional sheets if necessary

Page: ___ of ___

ANNEX B

LIST OF COMPANY OFFICIALS

| Name of Personnel/ Official | Present Position/ Designation | Education | Years of Experience in the Security Service | No. of Years in the Firm |
|--------------------------------|----------------------------------|-----------|--|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NAME OF REPRESENTATIVE: _____

DESIGNATION: _____

ANNEX C

LIST OF OWNED & LEASED/RENTED SECURITY SERVICE EQUIPMENT

| No. of Units | Brand of Equipment | Type | Model No. | Serial No. | Condition | Present Location | Owned | Leased/Rented |
|--------------|--------------------|------|-----------|------------|-----------|------------------|-------|---------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____
NAME OF REPRESENTATIVE: _____
DESIGNATION: _____

Notes:

1. Attach proof of ownership & certificate of registration (where applicable).
2. If rented/leased attach agreement.

