Republic of the Philippines
PHILIPPINE ECONOMIC ZONE AUTHORITY
Cavite Economic Zone, Rosario Cavite

SECURITY SERVICES AT THE CAVITE ECONOMIC ZONE

(CEZITB 2022-05-006)

May 2022

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……...7
1. Scope of Bid ……10
2. Funding Information……10
3. Bidding Requirements …… 10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices 10
5. Eligible Bidders…… 11
6. Origin of Goods …….. 11
7. Subcontracts …… 11
8. Pre-Bid Conference …… 12
9. Clarification and Amendment of Bidding Documents …… 12
10. Documents comprising the Bid: Eligibility and Technical Components ……12
11. Documents comprising the Bid: Financial Component ……...12
12. Bid Prices ……13
13. Bid and Payment Currencies ……13
14. Bid Security …… 14
15. Sealing and Marking of Bids ……14
16. Deadline for Submission of Bids ……14
17. Opening and Preliminary Examination of Bids …….. 14
18. Domestic Preference …… 15
19. Detailed Evaluation and Comparison of Bids …… 15
20. Post-Qualification …… 15
21. Signing of the Contract …… 15
Section III. Bid Data Sheet ……..17
Section IV. General Conditions of Contract ……...…….20
1. Scope of Contract …… 21
2. Advance Payment and Terms of Payment …….. 21
3. Performance Security …… 21
4. Inspection and Tests …… 21
5. Warranty …… 22
6. Liability of the Supplier …….. 22
Section V. Special Conditions of Contract ……23
Section VI. Schedule of Requirements ……....28
Section VII. Technical Specifications ……..……29
Section VIII. Checklist of Technical and Financial Documents ……..35

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID

SECURITY SERVICES AT THE CAVITE ECONOMIC ZONE

(CEZITB 2022-05-006)

1. The PHILIPPINE ECONOMIC ZONE AUTHORITY-CAVITE ECONOMIC ZONE (PEZA-CEZ), through the Corporate Operating Budget for CY 2022 intends to apply the sum of **Pesos: Thirty-Four Million Four Hundred Ninety-Eight Thousand and 20/100 Only (₱34,498,000.20)** being the Approved Budget for the Contract (ABC) to payments under the contract for "**Security Services at the Cavite Economic Zone" CEZITB 2022-05-006**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The PEZA-CEZ now invites bids for the above Procurement Project. Delivery of the goods and services is required for a period of One (1) year which may be extended/renewed to a maximum of three (3) years subject to the condition set forth in Appendix 23 of the Revised IRR of RA9184. Bidders should have completed, within ***the last five (5) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from CEZ-BAC Secretariat and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:00 a.m. to 5:00 p.m.**

5. A complete set of Bidding Documents may be acquired by interested Bidders on **05 May 2022** 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 **Twenty Five Thousand Pesos Only (₱25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The PEZA-CEZ will hold a **Pre-Bid Conference** on **May 13, 2022, 2:30pm**, 2nd Floor, Function Room, New Administration Building, Cavite Economic Zone, Rosario, Cavite, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders. *For bidders who wish not to be physically present during the pre-bid conference, the BAC Secretariat shall email invite/meeting ID and password* ***to those who signify their intent via email below one day before the scheduled pre-bid conference.***

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **2:00pm, May 25, 2022**. 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 **May 25, 2022, 2:30pm** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. In any case the above dates are declared a special non-working holiday, it will automatically be reset on the next working day.

11. The PEZA-CEZ 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:

    Secretariat, CEZ-Bids and Awards Committee
    Phil. Economic Zone Authority-Cavite Economic Zone
    2/F New Administration Bldg., CEZ, Rosario, Cavite
    Tel. Nos. (046) 4376146 / 4376070
    Tel./Fax No. (046) 437-6090
    Email: cezbac@peza.gov.ph

13. You may visit the following websites:

    For downloading of Bidding Documents:
    1. PEZA Website (https://www.peza.gov.ph/bid-opportunities); or
    2. Philgeps Website

28 April 2022

_____
LEVI D. VIZMANOS
Chairperson, CEZ-BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *PEZA-Cavite Economic Zone (PEZA-CEZ)* wishes to receive Bids for the *Security Services at the Cavite Economic Zone*, with identification number *CEZITB 2022-05-006.*

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "Project") is composed of One (1) *lot or item*, 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 *CY2022* in the amount of ***Pesos: Thirty Four Million Four Hundred Ninety Eight Thousand and 20/100 Only (₱34,498,000.20)***.

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. *[Select one, delete other/s]*

a. 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.

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

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. 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 on **13 May 2022, 2:30pm at 2nd Floor, Function Room, New Admin Buidling CEZ and/or through videoconferencing / webcasting}** as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within ***the last five (5) years*** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

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

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

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

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

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

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] 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 ***One hundred twenty (120) days from the date of opening of bids***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit two copies 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.**

Deadline of Submission of Bid:	**2:00pm, May 25, 2022**
Opening of Bids:	2:30pm, May 25, 2022

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.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: 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.* Contracts similar to the project shall refer to supply of security services; b. Completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
7.1	*Subcontracting is not allowed.*
12	The price of the Goods shall be quoted *VAT Inclusive,* DDP ***Cavite Economic Zone, Rosario Cavite*** or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **₱689,960.00**, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than **₱1,724,900.01**, if bid security is in Surety Bond.
19.3	*Project will be awarded as single lot. The ABC is Pesos: Thirty Four Million Four Hundred Ninety Eight Thousand and 20/100 Only (₱34,498,000.20). Any bid with a financial component exceeding this amount shall be rejected.*
20.2	*Within a non-extendible period of five (5) calendar days from receipt by the bidder of the Notice from the BAC that the bidder has the Lowest/Single Calculated Bid (L/SCB), the bidder shall submit and/or present the following requirements for post qualification:* *1. Income and business tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission.*
21.2	***List of additional contract documents relevant to the Project:*** *1.* ***Articles of Incorporation, Partnership or Cooperation whichever is applicable, including amendments thereto, if any;*** *2.* ***General Information Sheet duly stamped "received" by the SEC for the years 2017, 2018, 2019;***

	3. ***Certificate under oath that the participating bidder does not have a Sister company, subsidiary or affiliate who is also a participant in this public bidding;*** 4. ***Certificate from previous contracting companies / agencies of Satisfactory Performance issued by at least 2 biggest clients within the last 3-years;*** 5. ***Litigation History. If the bidder has no current litigation, it shall issue a Notarized Affidavit certifying that the Company is not involved in any current litigation in any courts of law in the Philippines;*** 6. ***Organizational Chart*** 7. ***List of company officials.*** 8. ***Authenticated photocopy of Certificates of Membership / Registration from the Philippine Association of Detective and Protection Agency Operators (PADPAO), Inc.;*** 9. ***Authenticated photocopy of valid License to Own/Posses Firearms and Registration of Firearms or Firearms Information Management System/Firearms Record Verification by the Firearms Explosive Office of PNP*** 10. ***Authenticated photocopy of Valid/Regular 2018 License to Operate (LTO) issued by PNP-Security Agencies and Guards Supervision Division (PNP-SAGSD) under R.A.5487, known as Private Security Agency Act, as amended;*** 11. ***SSS, PHILHEALTH and PAG-IBIG valid certification, clearance or any instrument stating there is no delinquency on monthly premium payments for both the employer and employees of the security agency concerned.***

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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.*{[Include if Framework Agreement will be used:] In the case o*f Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*}*

4. Inspection and Tests

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

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

5. Warranty

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	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *[indicate place of destination]*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is ***MR. WILSON C. DE GRACIA***. **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

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

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

b. in the event of termination of production of the spare parts:

   i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

   ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

Packaging –

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

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

	The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	*[If partial payment is allowed, state]* "The terms of payment shall be as follows: _____."
4	The inspections and tests that will be conducted are: *[Indicate the applicable inspections and tests]*

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Provision of Security Services at the Cavite Economic Zone	96		For a period of one (1) year upon receipt of Notice to Proceed

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

Detachment	Required No. of Guards
Cavite Economic Zone I	**64**
Cavite Economic Zone II	21
Golden Gate Business Park	3
Suntrust Ecotown Tanza	3
Cavite TechnoPark	3
Cavite Biofuel	2
TOTAL	**96**

2. The contractor shall assign guards with the following minimum qualifications:

   a. Completion of two (2) years college studies;
   b. Two (2) year experience as security guard; and
   c. Passed the Neuro-Psychiatric examinations.

I hereby undertake to comply and deliver all the above requirements.

Signature over Printed Name of Representative : _____

Company/Bidder : _____

Address : _____

Tel No./E-mail Address : _____

Date : _____

Section VII. Technical Specifications / Terms of Reference (TOR)

Project Name	:	**Security Services at the Cavite Economic Zone**
Location	:	CEZ Rosario, Cavite
Contract Duration	:	**One (1) Year Contract maybe renewed to a maximum of Three (3) Years**

I. ESTIMATED BUDGET FOR THE CONTRACT

The estimated cost for the contract amounts to **₱34,498,000.20** on a 12 hrs work / day using PADPAO computation as reference.

II. SCHEDULE OF REQUIREMENTS

A. Manpower Requirements:

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

Detachment	Required No. of Guards
Cavite Economic Zone I	**64**
Cavite Economic Zone II	21
Golden Gate Business Park	3
Suntrust Ecotown Tanza	3
Cavite TechnoPark	3
Cavite Biofuel	2
TOTAL	**96**

4. The contractor shall assign guards with the following minimum qualifications:

   d. Completion of two (2) years college studies;
   e. Two (2) year experience as security guard; and
   f. Passed the Neuro-Psychiatric examinations.

5. PEZA reserves the right to increase/decrease the number of detachments/posts and the number of guards and hours of 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.

B. Materials, Tools and Equipment Specification:

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

Description		Quantity
1. Uniform		2 per guard
2. 9mm Pistol w/ full ammo		45 units
3. Nightstick		1 per guard
4. Flashlight		1 per guard
5. Medical Kit / First Aid Kit		1 per guard
6. Handheld Radio with Base Detachment	CEZ I & II	45 units
7. 12-Gauge Shotgun	CEZ I – 2 units CEZ II – 1 unit	3 units
8. Raincoat		1 per guard
9. Rain Boots		1 per guard
10. Handcuffs		1 per guard
11. Reflectorized vest & gloves	CEZ I	5 set

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

Description		Quantity
1. Metal Detectors	CEZ I	7 pcs
2. Teargas Canister		1 unit/guard/shift
3. Truncheons and Shields		As need arises; on short notice
4. Megaphone	CEZ I – 2 units CEZ II – 1 unit	3 units
5. Desktop Computer with Printer	CEZ I & II	2 sets
6. Four-wheeled vehicle	CEZ I – 2 units CEZ II – 1 unit	3 unit
7. Motorcycle	CEZ I – 2 units CEZ II – 1 unit	3 units
8. Cellular Phones	CEZ I & II	2 units
9. Digital Camera	CEZ I & II	2 units

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

4. The Security Provider shall provide, at its own expense, all the necessary supplies of the security guards deployed in each detachment such as logbooks, pens, paper etc. and other necessities in carrying out its operation.

III. SCOPE OF SERVICES

The Security Service Provider shall provide the following services:

1. The Contract for the Security Services shall be for a period of one (1) year which may be extended/renewed to a maximum of three (3) years subject to the following conditions:

    1.1. 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:

        1.1.1. Quality of service delivered
        1.1.2. Time Management
        1.1.3. Management and suitability of personnel
        1.1.4. Contract administration and management
        1.1.5. Provision of regular progress reports

    1.2. The raters shall be composed of five (5) PEZA officials and ten (10) locator enterprises which shall be selected at random before the actual rating period.

    1.3. The rating period shall be at least three (3) months before the end of each contract year.

    1.4. The Contractor must garner an average score of at least 3.0 (wherein 1.0 as the lowest rate and 5.0 being the highest rate) for it to be eligible for contract extension/renewal.

2. The Contractor, shall, through its agents/guards, safeguard, secure and protect the offices, employees, guests, properties and premises of PEZA against threat, theft, robbery, pilferage/s, or any unlawful acts and/or omissions that 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.

3. 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:

3.1. For maintenance of efficiency, each guards shall serve not more than twelve (12) hours of duty in one shift; and

3.2. Guard duty in excess of twelve (12) hours shall have prior written authorization issued by the CEZ Zone Administrator or the Zone Manager / Officer-In-Charge (for private economic zones)

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, *motu proprio* and whenever requested by PEZA, an investigation on breach of security by any person within PEZA premises including 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 in 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 Police Authority of competent jurisdiction.

9. The Contractor shall submit 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 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. The Contractor shall adjust the PADPAO rate.

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:

    14.1. Sworn statement showing that actual services have been rendered by the guards for the billing period claimed.

    14.2. Billing for overtime services shall be accompanied by a certification of rendition of overtime duty issued by the Zone Administrator or by the Zone Manager / Officer-in-Charge, in case of private ecozones.

    14.3. Proof of payment of the salaries, wages and/or benefits of all its guards for the previous billing period.

    14.4. Proof of remittances of SSS / PhilHealth / Pag-Ibig premiums payments and other deductions / contributions required or authorized by law.

IV. TRAININGS / SEMINARS

The contractor shall conduct trainings / seminars for assigned guards in coordination with CEZ on the;

a) Basic First Aid Training with CPR
b) Disaster Risk Reduction Management
c) Sexual Harrassment
d) Magna Carta of Women
e) Anti –Violence against Women and their Children

V. PRE-TERMINATION OF CONTRACT

Based on the Procuring Entity's assessment, it may pre-terminate the contract for failure by the Contractor to perform its obligations under this TOR and following

the procedure prescribed under the Guidelines on Termination of Contracts issued by the GPPB under Resolution No. 018-2004 dated 22 December 2004.

VI. OTHER REQUIREMENTS

The Contractor shall not have service contracts with locators of CEZ I, CEZ II, Suntrust Ecotown, Golden Gate Business Park, Cavite Techno Park and Cavite Biofuels.

VII. CONTRACT DURATION

The Contract for the Security Services shall be for a period of one (1) year which may be extended / renewed to a maximum of three (3) years.

I hereby certify to comply and deliver all the above requirements.

Signature over Printed Name of Representative	:	_____
Company/Bidder	:	_____
Address	:	_____
Tel No./E-mail Address	:	_____
Date	:	_____

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

☐ (b) 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.

III. ADDITIONAL DOCUMENTS

- Refer to the BID DATA SHEET, Section 21.2 for the list of additional documents relevant to the contract to be bid.
- Duly signed copy of Section VI – Schedule of Requirements
- Duly signed copy of Section VII – Technical Specification/Scope of Works

PHILIPPINE ECONOMIC ZONE AUTHORITY

ANNEX A

SECURITY SERVICES AT THE CAVITE ECONOMIC ZONE
Reference No. CEZITB 2022-05-006

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

(shall be submitted with the Bid)

Business Name : _____

Business Address : _____

Name of Contract	a. End-User's Name b. Address c. Telephone Nos.	Nature of Work	a. Date Awarded b. Date Started	Amount of Contract	Value of Outstanding Works/Undelivered Portion
Government					
Private					
				Total Cost	

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

1. State all ongoing contracts including those awarded burt not yet started (government and private contracts which may be similar or not similar to the project to be bid;
2. If there is no ongoing contracts including those awarded but not yet started as of the aforementioned perioid, state none or equivalent terms;
3. The total amoujnt of the ongoing and awarded but not yet started contract should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

ANNEX B

PHILIPPINE ECONOMIC ZONE AUTHORITY

SECURITY SERVICES AT THE CAVITE ECONOMIC ZONE
Reference No. CEZITB 2022-05-006

Statement of Single Largest Completed Contract which is similar in nature

(shall be submitted with the Bid)

Business Name : _____

Business Address : _____

Name of Contract	a. End-User's Name b. Address c. Telephone Nos.	Date of Contract	Contract Duration	Nature of Work	Amount of Completed Contract	Date Completed/End-Users Acceptance
Government						
Private						

Note: This matrix shall be supported with the following documents:

1. NOA / NTP / Contract
2. Certificate of Completion and Acceptance
3. Official Receipts for Private Contracts

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instruction:

a) state the single largest completed contract (government or private) within the last three (3) years prior to bid opening which is equivalent to 50% of the ABC.

ANNEX C

PHILIPPINE ECONOMIC ZONE AUTHORITY

SECURITY SERVICES AT THE CAVITE ECONOMIC ZONE

Reference No. CEZITB 2022-05-006

PRICE BREAKDOWN (12-Hour Tour of Duty)

	PARTICULARS	CEZ I	CEZ II	Golden Gate Business Park	Suntrust Ecotown Tanza	Cavite TecnoPark	Cavite Biofuel
	Number of Guards	**64**	**21**	**3**	**3**	**3**	**2**
	Daily Minimum Wage	373.00	373.00	373.00	373.00	373.00	373.00
	Average Pay / Month						
	Night Differential						
	13th Month Pay						
	5 days incentive pay						
	Uniform Allowance						
	Overtime						
A	**Amount Directly to Guard**						
	Retirement Benefit						
	SSS Premium						
	Philhealth Contribution						
	State Insurance Fund (ECC)						
	Pag-Ibig Fund Premium						
B	**Amount to Gov't. in Favor of Guard**						
C	**Total Amount to Guard and Gov't. (A+B)**						
D	**Agency Fee** Administrative Overhead and Margin						
E	**Value Added Tax (Agency Fee x 12%)**						
F	**Total Cost per Guard (C + D + E)**						
G	**Total Monthly Cost (F x No. of Guards)**						
	TOTAL CONTRACT PRICE (G x 12 mos.)						

Note: Failure to provide an amount in any of the above items shall be a ground for disqualification

_____ _____

Signature of Signing Official Over Printed Name — Date

ANNEX D

Philippine Economic Zone Authority – CEZ
Security Services at the Cavite Economic Zone
Reference No. CEZITB 2022-05-006

ORGANIZATIONAL CHART

<table>
<tr><td colspan="3"></td></tr>
<tr><td rowspan="3">Note:

1. Indicate the Name of each Key Official underneath each position
2. Use additional sheets if necessary</td><td rowspan="3">Name of Representative:

Designation:

Signature of Authorized Representative:</td><td colspan="2"></td></tr>
<tr><td colspan="2"></td></tr>
<tr><td></td><td>Date: _____</td></tr>
</table>

ANNEX E

Philippine Economic Zone Authority – CEZ
Security Services at the Cavite Economic Zone
Reference No. CEZITB 2022-05-006

LIST OF COMPANY OFFICIALS

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

Note: 1. Attach Personnel History / Functional Statements and Curriculum Vitae of each Personnel 2. Use additional sheets if necessary	Name of Representative: Designation: Signature of Authorized Representative:		
			Date: _____

ANNEX F

Philippine Economic Zone Authority – CEZ
Security Services at the Cavite Economic Zone
Reference No. CEZITB 2022-05-006

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

NOTE:			
1. Attach proof of ownership & certificate of registration (where applicable). 2. If rented/leased attach rental/lease agreement. 3. Use additional sheets if necessary.	Name of Authorized Representative:		
	Designation:		
	Signature:		Date: _____

ANNEX G

LITIGATION HISTORY

Name of Corporation: _____

*Bidders should provide information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution**. If the applicant has no current litigation, it shall issue a Notarized Affidavit certifying that the Company is not involved in any current litigation in any courts of law in the***

YEAR	Award FOR or AGAINST the Applicant	Name of Client, cause of litigation, and matter in dispute	Disputed Amount

BIDDING FORMS

(https://www.gppb.gov.ph/downloadables.php)

APPENDIX "1"

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None") *]*

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

    a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
    b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
    c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

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

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

   i. Philippine Bidding Documents (PBDs);
      i. Schedule of Requirements;
      ii. Technical Specifications;
      iii. General and Special Conditions of Contract; and
      iv. Supplemental or Bid Bulletins, if any

   ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

      Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

   iii. Performance Security;

   iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

   v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]	*[Insert Name and Signature]*
[Insert Signatory's Legal Capacity]	*[Insert Signatory's Legal Capacity]*
for:	*for:*
[Insert Procuring Entity]	*[Insert Name of Supplier]*

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

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

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

    a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
        i. Procuring Entity has no claims filed against the contract awardee;
        ii. It has no claims for labor and materials filed against the contractor; and
        iii. Other terms of the contract; or

    b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

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

Republic of the Philippines
gppb
Government Procurement Policy Board